

Exhibit A

HAGGERTY, GOLDBERG, SCHLEIFER & KUPERSMITH, P.C.
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IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

WASHINGTON STREET, LLC	:	
	:	
v.	:	
	:	
NATIONWIDE PROPERTY & CASUALTY	:	NO. 2:21-cv-04374
INSURANCE COMPANY	:	

AMENDED COMPLAINT

Parties

1. The plaintiff, Washington Street, LLC, is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with an office and principal place of business located at 342 S. Richard Street, Bedford, Pennsylvania 15522.

2. The sole member of Washington Street, LLC is Ruth Jones, D.O. who is a resident and citizen of the Commonwealth of Pennsylvania, residing at P.O. Box 303, Everett, PA 15537.

3. The defendant, Nationwide Property & Casualty Insurance Company ("Nationwide"), is a corporation organized and existing under the laws of the State of Ohio, with its principal place of business located at One West Nationwide Boulevard, Columbus, Ohio, 43215 being duly authorized to and conducting business in the Commonwealth of Pennsylvania.

4. At all times material hereto, the defendant, Nationwide, was duly authorized to and engaged in the business of issuing policies of business and property insurance throughout the United States, including in the Commonwealth of Pennsylvania.

5. The defendant, Nationwide, regularly and routinely conducts business in the City and County of Philadelphia.

6. At all times material hereto, the defendant, Nationwide, acted through its respective agents, servants, workmen and/or employees who were then and there acting within the course and scope of their employment and/or agency for the defendant.

7. Jurisdiction is premised upon 28 U.S.C. § 1332 in that: (a) the parties are residents of diverse states; and (b) the amount in controversy, exclusive of interest and costs, exceeds \$75,000.00.

The Premises

8. At all times material hereto, the plaintiff, Washington Street, LLC, was the owner of the premises and real property located at 37-39 W. Washington Street, Chambersburg, Pennsylvania.

9. At all times material hereto, the premises located at 37-39 W. Washington Street, Chambersburg, Pennsylvania consisted of a six (6) unit apartment building (39A, 39B, 39C, 39D, 39E, 41W) with an attached laundromat space rented to “Nana’s Wash House”.

10. Prior to the incident giving rise to the present action, the premises located 37-39 W. Washington Street, Chambersburg, Pennsylvania was leased to tenants of the plaintiff, Washington Street, LLC, and was producing income.

Insurance Coverage

11. At all times material hereto, there existed in full force and effect a policy of insurance issued by the defendant, Nationwide, to the plaintiff, Washington Street, LLC. A true and correct copy of the policy of insurance issued by Nationwide to Washington Street, LLC is attached hereto as Exhibit “A”.

12. The commercial policy of insurance issued by the defendant, Nationwide, to the plaintiff, Washington Street, LLC, provided, *inter alia*, coverage for the business, real and personal property located at 37-39 W. Washington Street, Chambersburg, Pennsylvania.

13. The policy of insurance issued by the defendant, Nationwide, to the plaintiff, Washington Street, LLC, was in full force and effect at the time of the July 14, 2019 loss.

14. The present action seeks recovery of common law and statutory bad faith damages by reason of the bad faith handling, adjusting and evaluating of the claims of the plaintiff, Washington Street, LLC, arising from the July 14, 2019 loss.

Fire Loss

15. On July 14, 2019, upon information and belief, a fire originated in the kitchen of Apartment 39C, located at 37-39 W Washington Street, Chambersburg, Pennsylvania.

16. The fire was extensive, causing severe damage to the property of the plaintiff, Washington Street, LLC.

17. Following the fire, the plaintiff, Washington Street, LLC, reported the loss to the defendant, Nationwide.

18. Prior to the fire, the property located at 37-39 W. Washington Street was in excellent condition, with all apartment building units and the laundromat leased.

19. As a result of the July 14, 2019 loss, the plaintiff, Washington Street, LLC, sustained irreparable harm, resulting in significant economic losses.

Insurance Claim & Investigation

20. The policy of insurance issued by the defendant, Nationwide, to the plaintiff, Washington Street, LLC, in effect at the time of the loss is an all risk policy providing, *inter alia*, commercial building and property coverage.

21. In this regard the policy of insurance provides as follows:

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this Paragraph A.1., and limited in Paragraph A.2., Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations

See Exhibit “A”, Building and Personal Property Coverage Form CP 00 10 10 12, pp. 1 of 16.

22. The Policy defines Covered Causes of Loss as follows:

A. Covered Causes of Loss

When *Special* is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

See Exhibit “A”, Causes of Loss- Special Form CP 10 30 10 12, pp. 1 of 10.

23. The Declarations for the policy of insurance issued by the defendant, Nationwide, in effect at the time of the loss, identifies the coverage as “special – cause of loss” and identifies the building as a 5 unit apartment building with attached laundromat located at 37-39 W. Washington Street, Chambersburg, Pennsylvania. See Exhibit “A”.

24. The policy of insurance issued by the defendant, Nationwide, to the plaintiff, Washington Street, LLC, provides, *inter alia*, \$854,700.00 in Building Coverage for the premises located at 37-39 W. Washington Street, Chambersburg, Pennsylvania. See Exhibit “A”.

25. The Policy of insurance further provides \$60,000.00 in Business Income with

Rental Value coverage.¹

26. On, or about, July 14, 2019, the loss was reported to the defendant, Nationwide.

27. On, or about, July 15, 2019, John D. Matthews, Claims Specialist for the defendant, Nationwide, inspected the property located at 37-39 W. Washington Street, Chambersburg, Pennsylvania.

28. Thereafter, however, John D. Matthews, on behalf of and/or at the direction of the defendant, Nationwide, began to engage in a systematic course of conduct designed to delay and deny benefits to the plaintiff, Washington Street, LLC.

29. On August 15, 2019, as more than a month had passed with no movement regarding the investigation of the loss, the plaintiff, Washington Street, LLC, inquired as to the status of the investigation. In this regard, by correspondence dated August 15, 2019 counsel for the plaintiff, Washington Street, LLC, Gerard E. Rickards, Esquire, advised and inquired of Nationwide as follows:

Our office has been retained to represent Washington Street, LLC in connection with its fire loss of July 14, 2019. I am writing to inquire about the status of your investigation of the loss and your estimated completion date. I saw some photos of the property and they show significant damage to the structure. I also noticed that sections of the building have been left exposed to the weather. I look forward to hearing from you.

A true and correct copy of the August 15, 2019 correspondence is attached hereto as Exhibit "B".

30. Additionally, by correspondence dated that same day, counsel for the plaintiff, Washington Street, LLC, further advised the defendant, Nationwide, of the following:

Our office has been retained to represent Washington Street, LLC in

¹Following the loss, as coverage for Business Income with Rental Value should have been included on the policy of insurance issued to the plaintiff, Washington Street, LLC, but had been inadvertently omitted by the insurance agent who obtained the policy of insurance on behalf of the plaintiff, Washington Street, LLC, the policy was reformed to include \$60,000.00 in coverage for Business Income with Rental Value.

connection with its fire loss of July 14, 2019. The building has neither been repaired nor demolished. My client is losing uninsured rental income of approximately four (\$4,350.00) per month.

We will gladly cooperate in your subrogation pursuit. However, please refrain from taking action that will prejudice my client's ability to recover its uninsured losses. Thank you.

A true and correct copy of the August 15, 2019 correspondence is attached hereto as Exhibit "C".

31. By correspondence dated August 26, 2019, counsel for the plaintiff, Washington Street, LLC, advised the defendant, Nationwide, as follows:

I met with Ruth Jones this morning to discuss her frustration with the situation of her company's Chambersburg building. The fire happened six weeks ago. You have twice promised my client that you would be conveying "figures"-once upon the return from your vacation during the week of August 4, 2019 and once last week. She understood that to mean an offer to resolve her fire loss was forthcoming. To date no figures have been conveyed. You have also not communicated whether Nationwide considers the fire to be a total loss or if the building can be repaired. My client is losing four thousand three hundred and fifty dollars (\$4,350.00) per month in uninsured lost rental income. Frustration with the pace of your handling of this claim is growing.

Black mold is growing in the building from water intrusion as the damaged roof remains uncovered. This makes me question whether you have not already determined that the building is a total loss.

On July 14, 2019 you told Dr. Jones that you would take care of everything. You also informed her that you would have a crew retrieve the tenants' belongings from the building and make arrangements for the tenants to get them without going into the damaged building. Recently your fire investigator simply called the tenants and told them that they could go into the building and get their belongings. The building is not safe to have tenants going into it.

I have instructed my client to give the tenants your contact information to arrange to have their belongings brought out of the building for them. I hope you will conclude your investigation and evaluation of this claim very soon. I look forward to hearing from you.

A true and correct copy of the August 26, 2019 correspondence is attached hereto as Exhibit "D".

32. By response dated August, 26, 2019, John D. Matthews, Claims Specialist for the defendant, Nationwide, stated as follows:

I have read your letter of today regarding the frustration of our member.

I have tried to get this estimate together and have it reviewed for an initial payment.

The fact is it is a large building and although I have spent days estimating, it has been a slow process. I thought I would have it completed last Thursday but with the heat I was not able to do so.

There is a whole [sic] in the roof but the interior of the building is as damaged as it potentially could be. My estimate is for the complete removal of the interior finishes, cabinetry etc. If you have been in the building you can understand that it has many finishes and trim. Some of which is in layers. Each room is custom and has to be evaluated independently.

I did convey to Dr. Jones, that I would be handling the loss, I did not advise we would be doing anything with the tenants personal property. It is not covered. At the time, the building was not deemed unsafe only that it could not be entered due to the investigation. We could not enter the building for 10 days. We discussed the matter with her property manager and they were to advise tenants to collect their property.

I did engage an engineer at the request of Dr. Jones. Since that time I noted that the building was declared unsafe. This was new information to me upon my inspections last week.

I should have the estimate up to my manager for review and approval tomorrow. Once that is completed I can send a copy to you and Dr. Jones.

A true and correct copy of the August 26, 2019 correspondence is attached hereto as Exhibit "E".

33. By correspondence dated September 3, 2019, an estimate for the repairs for the building located at 37-39 W. Washington Street in the amount of \$376,342.95 was provided to the plaintiff. Specifically, the September 3, 2019 correspondence provided as follows:

Attached you will find the estimate of repairs for the building owned by Dr. Ruth Jones.

As discussed, the estimate is for the bulk of repairs. There are a number of open items pending quotes from qualified contractors.

As you can see the estimate is far short of the policy limit of \$854,700. As repairs progress, any additional damages found will be paid as a supplement to the initial payment of \$376,342.95.

Please let me know if you have any questions.

A true and correct copy of the September 3, 2019 correspondence is attached hereto as Exhibit “F”.

34. The estimate for repairs for the building in the amount of \$376,342.95 completed by John D. Matthews, Claims Specialist for the defendant, Nationwide, was incomplete, without reasonable basis and was well below the actual costs for repairs to the building.

35. The September 3, 2019 estimate by John D. Matthews, Claims Specialist for the defendant, Nationwide, was completed in an attempt to delay and deny benefits that were due and owing to the plaintiff, Washington Street, LLC.

36. On September 3, 2019, the defendant, Nationwide, issued a check to the plaintiff, Washington Street, LLC in the amount of \$376,342.95.

37. The partial payment dated September 3, 2019 did not include any payment for, *inter alia*, electric, plumbing, HVAC, asbestos remediation, masonry or the engineering requirements to restore the property to the pre-loss condition.

38. On September 4, 2019, without explanation, the defendant, Nationwide, issued a second check to Washington Street, LLC, in the same amount of \$376,342.95.

39. By correspondence dated September 19, 2019, the plaintiff, Washington Street, LLC returned the second check. Specifically, the correspondence of September 19, 2019, indicated as follows:

My client received two checks in the same amount that I understand represent a partial payment for her loss. Enclosed is check no. 14008493 that I am returning. I understood from our last conversation that you were unable to assess the damage to the HVAC and electrical partly because you were unable to get into the basement. The basement is accessible now.

Please keep me advised of your efforts to complete your evaluation. Thank you

A true and correct copy of the September 4, 2019 correspondence is attached hereto as Exhibit

“G”.

40. Thereafter, despite the fact that the estimate and partial payment of September 3, 2019, did not including any payment for electric, plumbing, HVAC, asbestos remediation, masonry or the engineering requirements to restore the property to the pre-loss condition, John D. Matthews, Claims Specialist for the defendant, Nationwide, refused and/or failed to progress the claims of the plaintiff, Washington Street, LLC.

41. The failure and refusal of John D. Matthews, Claims Specialist for the defendant, Nationwide, to attempt to gather the necessary information to complete the claims investigation and estimates was solely in an attempt to delay and deny benefits that were due and owing to the plaintiff, Washington Street, LLC, under the Policy.

42. However, despite its failures and/or refusals to attempt to gather any further estimates or items of investigation to complete payment of the claims of its insured, the plaintiff, Washington Street, LLC, the defendant, Nationwide, placing its own interests well ahead of those of its insured, began to seek repayment of its partial payment from the tortfeasor through subrogation.

43. In this regard, instead of conducting the investigation of the claims of its insured, Washington Street, LLC, the defendant, Nationwide, began its investigation of its own subrogation action, requesting documents from the plaintiff, Washington Street, LLC, pertaining to the alleged tortfeasor, the tenant of Apartment 39C, Jose Delvalle.

44. During this time, the premises of the plaintiff, Washington Street, LLC, continued to be exposed to the weather and the plaintiff, Washington Street, LLC, was losing monthly rental income in the amount of approximately \$4,350.00.

45. As John D. Matthews, Claims Specialist for the defendant, Nationwide, had made

clear the intention of the defendant, Nationwide, to attempt to delay payment of the claims, the plaintiff, Washington Street, LLC, obtained its own estimates with respect to the outstanding items.

46. By correspondence dated October 10, 2019, the plaintiff, Washington Street, LLC, provided the defendant, Nationwide, with estimates for the HVAC, electrical repair, mold remediation, roof repair, masonry, and partial demolition work. A true and correct copy of the October 10, 2019 correspondence is attached hereto as Exhibit “H”.

47. By correspondence dated October 11, 2019, John D. Matthews, Claims Specialist of the defendant, Nationwide, advised that he was “reviewing the information and will get back to you middle of next week.” A true and correct copy of the October 11, 2019 correspondence is attached hereto as Exhibit “I”

48. That same day, counsel for the plaintiff, Washington Street, LLC, provided to the defendant, Nationwide, a proposal from David Black Associates, Inc., for services to prepare construction permit documents for the repair and reconstruction of the fire damaged building. A true and correct copy of the October 11, 2019 correspondence is attached hereto as Exhibit “J”.

49. By correspondence dated October 15, 2019, counsel for the plaintiff, Washington Street, LLC, provided to the defendant, Nationwide, estimates for the removal of asbestos. A true and correct copy of the October 15, 2019 correspondence is attached hereto as Exhibit “K”.

50. On October 17, 2019, the defendant, Nationwide, through its Claims Specialist, John D. Matthews advised as follows:

I am still evaluating the information that you have provide [sic]. Unfortunately, I wont be able to give you Nationwides position on this until beginning of next week.

I have been out in the field and need to get approval on supplements prior to send you over the revised claim totals. Once this is completed you will hear back from immediately.

A true and correct copy of the October 17, 2019 correspondence is attached hereto as Exhibit “L”.

51. On October 17, 2019, as more than three (3) months had passed since the loss and the defendant, Nationwide, had taken no further steps to attempt to resolve the claim since the partial payment on September 3, 2019, the insurance agent of the plaintiff, Gary Shetter, who had obtained the policy of insurance on behalf of the plaintiff, Washington Street, LLC, from the defendant, Nationwide, attempted to intervene on behalf of the plaintiff, Washington Street, LLC.

52. In this regard, by correspondence dated October 17, 2019, Gary Shetter, advised the defendant, Nationwide, as follows:

Had to call Ruth the other day regarding another property of her's I have insured which of course led to a lengthy conversation regarding this claim. John, at what point would we consider this a total loss and just pay the claim and move on? I've also received copy of letter from her attorney after sending you the estimates. From what she explained to me we are over an additional \$400k in masonry, HVAC, Electrical & Plumbing. Those totals would bring us to over \$700k in total claim pmt. On top of that, Ruth isn't very comfortable with the mold remediation. I know we have to trust Rapid Mold or Servpro or whoever says they can do this but I wonder what happens should mold develop after the repairs are made. You, Ruth and other's involved have spent a whole lot of time just getting to this point. I foresee a lot of additional hours being invested as we move through the process of repair and with that being said I wonder what additional costs we'll get into as we find hidden damage or problems as we work through the repair. Your estimate of course if very extensive but honestly John it is difficult to dissect items such as a total for roof repair, etc. Ruth's roofing contractor gave her an initial bid of \$95k. I know those numbers are reflected in your estimate but it's difficult to figure how your total would correspond with her's. It's already been 3 months since the loss and now winter is quickly approaching which probably means delays in work and progress. I just wonder if it would be to our benefit and Ruth's to just pay her for the total loss and move on. That way she can demo the building and start over which in my mind would be much easier for all involved. Based on the damage I figured this would be a total loss from the beginning and I'm afraid we will end up spending the same amount of money in the end and have an unsatisfactory building and unhappy customer in the end. I appreciate your thoughts and look forward to hearing from you. Thanks,

A true and correct copy of the October 17, 2019 correspondence is attached hereto as Exhibit "M".

53. The concerns of insurance agent, Gary Shetter, unfortunately, would prove prophetic.

54. In response dated that same day, Claims Specialist, John D. Matthews, advised Gary Shetter as follows:

What you have are valid arguments. I am still working on reconcile what was received and what I had estimated. The bottom line is unless the total amount exceeds the policy limit, I have not seen us deem a building a total loss.

I am still verifying the amounts that Mr. Rickards sent to me. I hope to bring resolution next week.

A true and correct copy of the October 17, 2019 correspondence is attached hereto as Exhibit "N".

55. Thereafter, the defendant, Nationwide, continued to delay its investigation of the claims.

56. On October 24, 2019, having received no response from the defendant, Nationwide, counsel for the plaintiff, Washington Street, LLC, requested an update as follows:

Do you have any updates for me? My client is anxious to get this wrapped up.

A true and correct copy of the October 24, 2019 correspondence is attached hereto as Exhibit "O".

57. On October 29, 2019, having still received no response from the defendant, Nationwide, the plaintiff, Washington Street, LLC, wrote to the Pennsylvania Insurance Department, advising as follows:

I am again writing to you concerning the above complaint about which we have spoken previously. This is concerning a fire which happened on July 14, 2019 in Chambersburg PA. I, Ruth Jones am the insured and the insurance company is Nationwide Property and Casualty Insurance Company.

At that time, in August, Nationwide did render a partial payment. This check was dated September 4th. This was stated to NOT include any payment for electric, plumbing, HVAC, or masonry. It also did not include asbestos remediation nor engineering requirements in order to restore the property to a pre fire condition.

Since that time, I have heard no further estimates from Nationwide. I went on my own to get estimates for the above mentioned services and have provided those written estimates to the adjuster, John D. Matthews. Since providing him with the documentation, I have again heard only empty promises of he will review them and get back to me next week. When next week arrives, another excuse is provided as to why he has not looked at the

estimates. He has stated that he has been too busy with other claims and also he has been too busy in the field to provide any attention to my claim.

This building is in downtown Chambersburg and thus far the Borough has been very patient and tolerant that nothing is happening with the building. I am very concerned as to how long this patience will last and frankly I do not blame them if they do lose that patience. Also winter is approaching and this will make cleanup and construction more difficult. I feel that since we are now 15 weeks post fire this needs to be settled as soon as possible. I am once again extremely frustrated with this entire process. I have been a loyal customer of Nationwide Insurance for the past 42 years, with multiple property and policies and have been very prompt with all premium payments.

Thank you for your attention to this matter.

A true and correct copy of the October 29, 2019 correspondence is attached hereto as Exhibit "P".

58. By correspondence dated November 6, 2019, Nationwide, through its Claims Specialist, John Matthews, advised the plaintiff, Washington Street, LLC, as follows:

I have made revisions to my estimate based on some of the information you have provide [sic]. I don't know if you meant for me to review of the estimates collectively as the total cost of rebuild or as examples of costs you have been given.

I should point out that several of the estimates overlap and would need to be compared against each other and duplicate work removed.

I am currently requesting authority for the revisions of my estimate to be approved and a supplement sent to you.

A true and correct copy of the November 6, 2019 correspondence is attached hereto as Exhibit "Q".

59. On November 14, 2019, four (4) months following the fire, the defendant, Nationwide, through its Claims Specialist, John D. Matthews, advised, for the first time, that it was now engaging a building consultant to purportedly determine the cost of repairs. Specifically, the November 14, 2019 correspondence states as follows:

Having reviewed the subcontracted invoices and in order [to] expedite a resolution on the cost of building repairs, I have enlisted the aid of a building consultant.

His name is Craig McConnell of Reynolds Restoration. He is up to speed on the

issues with the building and the repairs necessary.

They are a large contractor who operate in the area of this loss. I engaged Mr. McConnell but did not tell him to contract you immediately upon the assignment.

He is to reach out to you today.

A true and correct copy of the November 14, 2019 correspondence is attached hereto as Exhibit “R”.

60. No explanation was provided as to why John D. Matthews and Nationwide had refused and/or failed to retain such building consultant in the four (4) months since the loss.

61. The hiring of the building consultant was merely a further delay tactic employed by John D. Matthews and Nationwide.

62. It is believed and, therefore, averred that on November 22, 2019, Craig McConnell of Reynolds Restoration performed an inspection of the premises.

63. On December 3, 2019, still having received no updates from the defendant, Nationwide, the plaintiff, Washington Street, LLC, again requested advices as to the status of the investigation. In this regard, the December 3, 2019 correspondence stated as follows:

Please let me know if you have heard back from Mr. McConnell. I trust that he was able to inspect the property successfully?

A true and correct copy of the December 3, 2019 correspondence is attached hereto as Exhibit “S”.

64. By correspondence dated December 11, 2019, the defendant, Nationwide, through its Claims Specialist, John D. Matthews advised the plaintiff, Washington Street, LLC, as follows:

I spoke to Craig McConnell on Monday and he advised he was still awaiting sub bid from mason. I still don’t have anything as of this afternoon.

....

A true and correct copy of the December 11, 2019 correspondence is attached hereto as Exhibit “T”.

65. No explanation was provided as to why an estimate regarding the masonry had not been obtained in the five (5) months since the date of loss.

66. The correspondence of December 11, 2019 confirms that John D. Matthews and Nationwide had made no attempt to conduct any further investigation and had merely delayed the claim since the partial payment of September 3, 2019.

67. By correspondence dated December 12, 2019, Claims Specialist John D. Matthews of the defendant, Nationwide, advised:

I followed up with Craig McConnell. It appears he is out of the office until Monday. I will follow up with him again then.

A true and correct copy of the December 12, 2019 correspondence is attached hereto as Exhibit "U".

68. On December 19, 2019, still having received no response from the defendant, Nationwide, the plaintiff, Washington Street, LLC, again requested advices as to the status of the claim, stating as follows:

What did you learn from Craig McConnell on Monday? Its now Thursday and I have heard nothing. Thank you.

A true and correct copy of the December 19, 2019 correspondence is attached hereto as Exhibit "V".

69. On December 19, 2019, Claims Specialist John D. Matthews of the defendant, Nationwide, advised as follows:

I did not hear back from him. I did call him yesterday as I thought he would be sending me the estimate by this time. He said he would have it to me today.

A true and correct copy of the December 19, 2019 correspondence is attached hereto as Exhibit "W".

70. On December 23, 2019, having received no response despite assurances to the

contrary, counsel for the plaintiff, Washington Street, LLC, left a voice message for Claims Specialist, John D. Matthews, of the defendant, Nationwide.

71. No return call was received.

72. On January 6, 2020, Claims Specialist John D. Matthews of the defendant, Nationwide, advised as follows:

I have completed my review of the estimate and now I am awaiting an approval from leadership to send you a copy. What I want to send is the consultants estimate with an expected supplemental payment. This however would be above my authority.

I hope to get that to you by end of day or tomorrow at the latest.

A true and correct copy of the January 6, 2020 correspondence is attached hereto as Exhibit "X".

73. In the meantime, due to its own delays in resolving the claims of the plaintiff, Washington Street, LLC, the defendant, Nationwide, refused to renew the policy of insurance it had issued to Washington Street, LLC.

74. In this regard, on January 7, 2020, insurance agent, Gary Shetter, wrote to Claims Specialist John D. Matthews of the defendant, Nationwide, advising as follows:

Not sure your aware but underwriting has non-renewed Ruth's policy due to this claim. I have literally searched the country in attempt to get her Liability coverage and have had no luck in obtaining her coverage. I have been turned down by approximately 20 carriers including both standard and E&S markets. Lloyds of London has denied offering coverage until this claim is settled. That being said, late this afternoon I've had one carrier offer to take a look at it if I can provide an engineer report or some sort of documentation that the building is structurally sound. Are you in possession of any documentation that you could forward to me to show this? I will accept anything you have.

A true and correct copy of the January 7, 2020 correspondence is attached hereto as Exhibit "Y".

75. On January 21, 2020, more than six (6) months following the fire loss, the defendant, Nationwide, forwarded the estimate relating to the repairs to the subject premises. A true and correct copy of the January 21, 2020 correspondence is attached hereto as Exhibit "Z".

76. The estimate received on January 21, 2020, determined the actual cash value to be \$585,907.68. See Exhibit “Z”.

77. The untimely estimate of January 21, 2020 continued to be insufficient and failed to consider the true extent of the damage sustained in the July 14, 2019 loss.

78. As the estimate provided on January 21, 2020 was wholly insufficient and continued to fail to take into consideration numerous items of damage, by correspondence dated March 12, 2020, the plaintiff, Washington Street, LLC, made written demand for an appraisal of the loss pursuant to the Policy.

79. In this regard, by correspondence dated March 12, 2020, counsel for the plaintiff, Washington Street, LLC, advised the defendant, Nationwide, as follows:

It is apparent that in order to reconstruct the apartment building, the cost of compliance with the construction codes is significant. For example, a sprinkler system must be installed and the floor joists must be removed and restructured. This loss appears to exceed the policy’s stated limit of eight hundred fifty-four thousand seven hundred dollars (\$854,700.00) excluding debris removal.

My client has selected Andrew Weaver of The Weaver Adjustment Group, LLC to serve as her appraiser. Kindly identify Nationwide’s appraiser at your earliest convenience. Thank you.

A true and correct copy of the March 12, 2020 correspondence is attached hereto as Exhibit “AA”.

80. By correspondence dated April 1, 2020, notwithstanding the requirement of the Policy that the selected appraiser be impartial, the defendant, Nationwide, appointed Craig McConnell of Reynolds Construction, the building consultant who had prepared the estimate of Nationwide, as its designated appraiser. A true and correct copy of the April 1, 2020 correspondence is attached hereto as Exhibit “BB”.

81. Thereafter, by correspondence dated April 3, 2020, the defendant, Nationwide, advised as follows:

In a letter dated April 1, 2020 from Nationwide Property & Casualty Insurance Company, we responded to an appraisal demand by Washington Street, LLC. We appointed Craig McConnell of Reynolds Construction as its designated appraiser. Before moving forward with the appraisal process, it is imperative that we understand where we disagree as to value of the repairs. We need to have (1) an agreed scope of the appraisal before the process, and (2) that no coverage questions are subjected to the appraisal. Therefore, this is a request that you provide an itemized list of matters you intend to submit to policy appraisal. Nationwide reserves the right, pursuant to the policy language set forth below, to refuse to appraise any item of damage for which there is no coverage under the policy, or that has not been identified prior to the appraisal process.

"2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim."

Thank you for choosing us for your important insurance protection. If you have any questions or concerns, please contact me

A true and correct copy of the April 3, 2020 correspondence is attached hereto as Exhibit "CC".

82. On May 20, 2020, a Selection of Umpire ("SOU") was executed, selecting Henry Rodriguez as Umpire. A true and correct copy of the April 3, 2020 SOU is attached hereto as Exhibit "DD".

83. On June 3, 2020, without notice to its insured and despite the pendency of the claims, the ongoing appraisal proceedings and the likelihood of losses in excess of the limits of the applicable insurance policy, the defendant, Nationwide, instituted a subrogation action against the tortfeasor, Jose Delvalle. A true and correct copy of the June 3, 2020 Civil Action Complaint is attached hereto as Exhibit "EE".

84. In its Complaint, the defendant, Nationwide, alleged, *inter alia*, as follows:

....

4. Defendant Jose Delvalle (hereinafter “Delvalle”) is an adult individual who, at all times material, rented and resided at 39 West Washington Street, Apt. C, Chambersburg, PA 17201 and upon information and belief now resides at the address set forth in the caption. A true and correct copy of the residential lease is attached hereto as “Exhibit A”.

5. On or about July 14, 2019, a fire originated in the kitchen of Apartment C, caused by negligent and careless unattended cooking by Defendant Delvalle.

6. As a direct and proximate result of the negligence and carelessness of Delvalle, Plaintiffs insured sustained real and personal property damage and related costs in an amount in excess of \$584,000.00, including a \$1,000.00 deductible incurred by Nationwide’s insured.

7. Pursuant to the terms and conditions of the applicable policy, Nationwide made payments to its insured and is subrogated to the rights of its insured, and seeks damages from Defendant through subrogation.

....

See Exhibit “EE”.

85. The verification for the Subrogation Complaint of the defendant, Nationwide, was executed by Kelly L. Slonaker.

86. The Subrogation Complaint of the defendant, Nationwide, sought damages through subrogation of its payments to its insured, the plaintiff, Washington Street, LLC.

87. The Subrogation Complaint further asserted a claim for Washington Street, LLC’s deductible.

88. The filing of the Subrogation Complaint by Kelly L. Slonaker and Nationwide was done in complete disregard for the rights and interests of the plaintiff, Washington Street, LLC, and was done in violation of Pennsylvania law and in bad faith.

89. The defendant, Nationwide, placed its interests ahead of those of its insured by

filing of the Subrogation Complaint despite the pendency of the claims of its insured, the ongoing appraisal proceedings and the likelihood of losses in excess of the limits of the applicable insurance policy.

90. The filing of the Subrogation Complaint by Kelly L. Slonaker and Nationwide while, at the same time, John D. Matthews, on behalf of the defendant, Nationwide, was intentionally delaying resolution and payment of the claims of the plaintiff, evidences a systematic course of conduct whereby the defendant, Nationwide, at the expense of its insureds, limits its own exposure until such time as it has had the opportunity to fully explore and prepare for reimbursement of any payment through subrogation.

91. Such systematic course of conduct by Nationwide, John D. Matthews and Kelly L. Slonaker constitutes bad faith and also is violative of the duties of good faith and fair dealing.

92. On June 16, 2020, upon information and belief, a pre-umpire site visit was conducted.

93. Thereafter, apparently, the claims of the plaintiff, Washington street, LLC, were reassigned to Chuck Fitzgerald, Claims Associate of the defendant, Nationwide.

94. In this regard, by correspondence dated June 30, 2020, Chuck Fitzgerald, Claims Associate of the defendant, Nationwide, advised as follows:

Thank you for choosing Nationwide Property & Casualty Insurance Company. We appreciate your business and your continued confidence in our ability to help protect what's important to you.

I'm writing to notify you this Special Form - Building claim has been reassigned to me. I'll be here to help you through the claims process and answer any questions you have.

....

A true and correct copy of the June 30, 2020 correspondence is attached hereto as Exhibit "FF".

95. Thereafter, in an attempt to continue the policy and practice of delaying payment

of the claims and so as to attempt to justify and/or apply excuse or reason to its unreasonable delay in the handling of the claims Chuck Fitzgerald, Claims Associate of the defendant, Nationwide, attempted to lay responsibility for the delay on counsel for the plaintiff, Washington Street, LLC.

96. In this regard, by correspondence dated June 30, 2020 and addressed to counsel for the plaintiff, Washington Street, LLC, Chuck Fitzgerald, Claims Associate of the defendant, Nationwide, attempted to deflect blame from Nationwide for the deficient, disingenuous and unreasonably delayed investigation and evaluation of the claims, stating as follows:

We're working as quickly as possible to resolve this Special Form – Building claim for the incident on July 14, 2019. At this time, we're unable to resolve this claim because we have not received a response from your firm regarding our prior appraisal response. Please contact me upon receipt of this letter to discuss. We'll continue to keep you updated on this claim's status.

A true and correct copy of the June 30, 2020 correspondence is attached hereto as Exhibit "GG".

97. The statements by Chuck Fitzgerald, on behalf of the defendant, Nationwide, were knowingly and intentionally false.

98. The statements by Chuck Fitzgerald were made solely in furtherance of the systematic course of conduct designed to delay and deny benefits to the plaintiff, Washington Street, LLC.

99. Thereafter, by correspondence dated July 13, 2020, Claims Associate Chuck Fitzgerald, on behalf of the defendant, Nationwide, wrote directly to the plaintiff, Washington Street, LLC, stating as follows:

We're working as quickly as possible to resolve this Special Form- Building claim for the incident on July 14, 2019. At this time, we're unable to resolve this claim because we are awaiting contact from your attorney regarding the requested appraisal process: Please have your attorney contact us to discuss. Well continue to keep you updated on this claim's status.

A true and correct copy of the July 13, 2020 correspondence is attached hereto as Exhibit "HH".

100. By response dated July 23, 2020, counsel for the plaintiff, Washington Street, LLC, advised as follows:

My client appointed Andrew Weaver as our appraiser on March 12, 2020. Your predecessor, John D. Matthews, appointed Craig McConell as Nationwide's appraiser by letter dated April 1, 2020. I understand that our appraisers have agreed upon a referee, have discussed their differing opinions and visited the property approximately six (6) weeks ago to attempt to narrow the scope of their disagreement. My appraiser has been waiting to hear from Mr. McConell since the site visit.

I received a letter from Mr. Matthews dated April 1, 2020 appointing Mr. McConell. I received a letter from you dated June 30, 2020 advising of that the claim was reassigned to you.

I was shocked to learn that you had the audacity to write to my client saying that the reason this claim has not been resolved because "we are awaiting contact from your attorney regarding the requested appraisal process." What can you possibly be waiting for? You have my phone number, fax number and email address. If you need something, say so. Otherwise, have your appraiser do his job.

A true and correct copy of the July 23, 2020 correspondence is attached hereto as Exhibit "II".

101. No response to the July 23, 2020 correspondence was received.

102. Thereafter, on, or about, August 10, 2020, the claims of the plaintiff, Washington Street, LLC, were reassigned to Claims Specialist, Glenn Tearnio, of the defendant, Nationwide.

103. The defendant, Nationwide, never advised the plaintiff of this change in claims handling.

104. On September 8, 2020, as no income loss payment had been made despite reformation of the Policy to include such coverage on, or about, March 12, 2020, the plaintiff, Washington Street, LLC, requested advices as to the status of the income loss claim. In this regard, by correspondence dated September 8, 2020, the plaintiff, Washington Street, LLC, stated as follows:

As you know, my client made an errors and omissions claim against her agent for failing to include income loss coverage on her policy. It is my understanding that the policy has been reformed to include income loss coverage and my client paid the premium. You

apparently are assigned to the income loss claim as well as the property damage claim.

My client provided all documentation that has been requested, including copies of the leases for all tenants. Please confirm that my understating is correct and let me know when we should anticipate receiving payment for the ongoing lost income. Thank you

A true and correct copy of the September 8, 2020 correspondence is attached hereto as Exhibit “JJ”.

105. Thereafter, it was determined that Chuck Fitzgerald was no longer handling the claims of the plaintiff, Washington Street, LLC.

106. Accordingly, the plaintiff, Washington Street, LLC, forwarded the September 8, 2020 correspondence to Stephen Brady, Commercial Property Claims Manager of the defendant, Nationwide.

107. In response, Mr. Brady of the defendant, Nationwide, advised as follows:

Thank you for reaching out. I have copied your new claim handler on this email and forwarding him the letter. Glen should be able to assist you from here. Thank you both and please let me know if you need me for anything.

A true and correct copy of the September 8, 2020 correspondence is attached hereto as Exhibit “KK”.

108. On September 9, 2020, despite nearly six (6) months having passed since reformation of the policy to include income loss coverage, the defendant, Nationwide, finally began investigation of the claim, requesting the lease agreements pertaining to the Subject Property. A true and correct copy of the September 9, 2020 correspondence is attached hereto as Exhibit “LL”.

109. By response that same date, Washington Street, LLC provided copies of the lease agreements. Additionally, the correspondence of September 9, 2020 advised as follows:

Attached are copies of all leases. The monthly rents as of the date of loss were:

39A – 650

39B – 650

39C – 500

39D – 425

39E – 550

41W – 675

Laundromat – 1,300

A true and correct copy of the September 9, 2020 correspondence is attached hereto as Exhibit “MM”.

110. By correspondence dated September 30, 2020, Washington Street, LLC, through its counsel, advised the defendant, Nationwide, as follows:

My client’s mortgage company is threatening foreclosure. When will the lost income check be sent? Please respond ASAP.

A true and correct copy of the September 30, 2020 correspondence is attached hereto as Exhibit “NN”.

111. On October 7, 2020, counsel for the plaintiff, Washington Street, LLC, wrote to the defendant, Nationwide, requesting advices as to the status of the income loss claim. In this regard, the correspondence of October 7, 2020, stated as follows:

It has been more than a month since I sent you the leases.

When we last spoke (around 2 weeks ago) you were getting approval to make a payment for income loss. You said the check would be issued either by the end of that week or earlier the next week.

I emailed you a week ago because my client had not received any payment and her mortgage company is threatening foreclosure. You have not responded.

I called you and got your voice mail a few minutes ago. Please advise the status of payment.

Thank you.

A true and correct copy of the October 7, 2020 correspondence is attached hereto as Exhibit “OO”.

112. On October 16, 2020, a telephone conference was conducted with counsel for the plaintiff, Washington Street, LLC, and Claims Specialist of the defendant, Nationwide, Glenn Tearnio. Thereafter, by correspondence dated October 19, 2020, Counsel for the plaintiff, Washington Street, LLC, advised as follows:

I wanted to follow up with you about our discussion Friday about the income loss coverage. You told me that the coverage limit is \$10,000. I spoke with my client following that discussion. She has \$60,000 income coverage on her other commercial policies and was told by her agent that that was the amount of coverage that this policy was reformed to include (due to her agent’s error). Please look into this. Thank you.

A true and correct copy of the October 19, 2020 correspondence is attached hereto as Exhibit “PP”.

113. In response dated October 19, 2020, Mr. Tearnio advised as follows:

I’ll will forward your note to the Agency Support team that reviewed this for the adding the business income coverage.

A true and correct copy of the October 19, 2020 correspondence is attached hereto as Exhibit “QQ”.

114. On November 3, 2020, an appraisal award for a total of \$976,896.48 was entered in this matter. Specifically, the appraisal determined the amount of loss as follows:

Coverage	Item Total	%	ACV Total	%
Dwelling	859,670.03	88.00%	859,670.03	88.00%
Business Personal Property	7,720.05	0.79%	7,720.05	0.79%
Ordinance & Law	0.00	0.00%	0.00	0.00%
Debris Removal	35,106.48	3.61%	35,106.40	3.61%
Loss of Income	74,280.00	7.60%	74,280.00	7.60%
Total	976,896.48	100.00%	976,896.48	100.00%

A true and correct copy of the Appraisal Award is attached hereto as Exhibit “RR”.

115. The Appraisal Award in this matter recognized the scope and extent of the damages

sustained in the July 14, 2019 fire loss.

116. The Appraisal Award confirms the fact that the defendant, Nationwide, failed to fully and fairly investigate, evaluate and negotiate the claims of Washington Street, LLC.

117. The Appraisal Award confirms that the defendant, Nationwide, in addition to intentionally delaying the claims, was simply “low-balling” Washington Street LLC.

118. On, or about, December 11, 2020, following the entry of the Appraisal Award, the defendant, Nationwide, tendered and paid to the plaintiff, Washington Street, LLC, the remaining limits of coverage under the Policy.

119. In this regard by correspondence dated December 11, 2020, Glenn Tearno of the defendant, Nationwide, advised as follows:

Good Afternoon

Payment was delayed but as [sic] been issued. Please let me know if the check is not received by this time next week. That should allow ample time even with holiday mailings.

Payment is in the amount of \$354,792.32. That amount reflects the following

269,792.32 – building balance payable to the policy limit of 854,700

25,000.00 – amount payable for debris removal under the policy

60,000.00 – loss of rent

A true and correct copy of the December 11, 2020 correspondence is attached hereto as Exhibit “SS”.

120. By correspondence dated January 11, 2021, the defendant, Nationwide, indicated as follows:

I understand the first-party claim is complete with payments of \$939,700. With your client’s deductible, our total subrogation claim would be \$940,700.00.

I also understand coverage limits were paid for loss of income and debris removal, suggesting your client may have an uninsured claim as well. Are you planning to file to recover that? I am ready to tell defense and co-counsel that we have a final number and

are prepared to go forward to mediation. I wanted to check with you on your plans first.

A true and correct copy of the January 11, 2021 correspondence is attached hereto as Exhibit "TT".

121. In response, by correspondence dated January 13, 2021, counsel for the plaintiff, Washington Street, LLC, indicated as follows:

The appraisal award was in the total amount of \$976,896.48. It appears that Nationwide paid a total of \$939,700.00 (I think that is deductible is applied).

That leaves a difference of \$37,196.48 in uninsured loss by my client. I have attached the appraisal award in case you do not have it. Not sure where you got the 24k figure.

My client is not waiving its claim against the tortfeasor. If that is what you were asking. The loss date is 7/14/19 so the statute of limitations has not yet expired.

A true and correct copy of the January 13, 2021 correspondence is attached hereto as Exhibit "UU".

122. On January 14, 2021, the defendant, Nationwide, advised for the first time that it had already filed a subrogation action. In this regard, by correspondence dated January 14, 2021, the defendant, Nationwide, stated as follows:

Thank you for your email.

What is your outlook for filing? As all the parties seem to know what their damages are now, I don't see much point in delaying further. I already filed and subrogation counsel for Erie/Nan's Washhouse is about to. We would like to at least get everyone lined up for mediation. I attach a copy of my Complaint.

...

I have confirmed that Defendant's policy limits are \$500,000.00. It seems to me that total claims are about \$1,100,700.00. Those include my claim, yours, that of Erie/Nan's (\$100,000.00), and a tenant claim by State Farm

A true and correct copy of the January 14, 2020 correspondence is attached hereto as Exhibit "VV".

123. By filing and litigating the Subrogation action while intentionally delaying resolution and payment of the claims of the plaintiff for a year and a half, Nationwide was able, at the expense of its insured, to limit its own exposure until such time as it had the opportunity to

position itself for a quick resolution of its subrogation action for reimbursement of its payments.

124. John D. Matthews, Chuck Fitzgerald and Kelly L. Slonaker, on behalf of the defendant, Nationwide, engaged in wanton, willful and intentionally deceptive conduct in perpetrating a scheme to delay, limit and deny benefits to the plaintiff, Washington Street, LLC.

125. John D. Matthews, Chuck Fitzgerald and Kelly L. Slonaker, on behalf of the defendant, Nationwide, designed, implemented and perpetrated a scheme to delay resolution and payment of the claims of the plaintiff until such time as Nationwide was positioned to attempt to quickly obtain reimbursement of its payments through subrogation.

126. Such deceptive conduct is in violation of Pennsylvania law.

127. Additionally, the refusal and/or failures of the defendant, Nationwide, to fully, fairly, promptly and adequately adjust, evaluate, negotiate and settle the claims of the plaintiff constitutes bad faith.

128. The course of conduct engaged in by the defendants, John D. Matthews, Chuck Fitzgerald, Kelly L. Slonaker, on behalf of the defendant, Nationwide, was intended to deceive and was in violation of Pennsylvania law.

129. As a result of the deceptive and bad faith conduct of the defendants, the plaintiff, Washington Street, LLC suffered harm.

COUNT I
(Breach of Contract - Common Law Bad Faith)

130. The plaintiff, Washington Street, LLC, hereby incorporates by reference the foregoing paragraphs 1 through 129 of this Complaint as though same were fully set forth herein.

131. The policy of insurance issued by the defendant, Nationwide, to the plaintiff, Washington Street, LLC, provides, *inter alia*, \$854,700.00 in Building Coverage for the premises located at 37-39 W. Washington Street, Chambersburg, Pennsylvania, as well as \$60,000.00 in

income loss benefits and \$25,000.00 in debris removal benefits. Exhibit “A”.

132. On July 14, 2019, upon information and belief, a fire originated in the kitchen of Apartment 39C, located at 37-39 W Washington Street, Chambersburg, Franklin County, Pennsylvania.

133. The fire was extensive, causing severe damage to the property of the plaintiff, Washington Street, LLC.

134. The plaintiff, Washington Street, LLC, reported the loss to the defendant, Nationwide, in a timely manner.

135. The defendant, Nationwide, thereafter, despite the loss being covered under the Policy, engaged in an unreasonable and disingenuous investigation of the loss in an attempt to delay and deny benefits to its insured, Washington Street, LLC, in utter disregard of the rights of its insured.

136. The defendant, Nationwide, failed to fairly adjust the loss; failed to fairly evaluate the damage; and unreasonably delayed payment for the loss and damage to the property suffered by the plaintiff, Washington Street, LLC.

137. The defendant, Nationwide, wrongfully, willfully, intentionally and deliberately breached the policy by failing to timely pay for the loss at the premises.

138. The defendant, Nationwide, wrongfully, willfully, intentionally and deliberately breached the policy by performing a disingenuous investigation of the claims in an effort to find cause or reason to deny or delay the claims of the plaintiff, Washington Street, LLC.

139. The defendant, Nationwide, wrongfully, willfully, intentionally and deliberately breached the policy by engaging in a scheme to delay resolution and payment of the claims of the plaintiff until such time as Nationwide was positioned to attempt to quickly obtain reimbursement

of its payments through subrogation.

140. The defendant, Nationwide, failed to effectuate a reasonable and fair settlement of the claims of the plaintiff, Washington Street, LLC.

141. The claim representatives assigned to handle the claims of the plaintiff, Washington Street, LLC, did not do so in a fair, complete and even-handed fashion.

142. The claim representatives assigned to handle the claims of the plaintiff, Washington Street, LLC, did not do so in accordance with the standards and procedures accepted in the Insurance Department for the handling of claims.

143. The defendant, Nationwide, has not treated the plaintiff, Washington Street, LLC, in a fair and even handed manner.

144. The defendant, Nationwide, failed to perform a full and complete investigation of the July 14, 2019 loss and the damages arising therefrom.

145. The defendant, Nationwide, did not communicate fairly, promptly and appropriately as required by the statutes and regulations of the Commonwealth of Pennsylvania.

146. The defendant, Nationwide, did not fairly evaluate and negotiate the claims of the plaintiff, Washington Street, LLC.

147. The defendant, Nationwide, acted in bad faith and violated the common law duties of good faith and fair dealing thereby giving rise to a common law bad faith claim.

148. The plaintiff, Washington Street, LLC, is entitled to consequential damages as a result of the breach of the common law duties of good faith and fair dealing of the defendant, Nationwide.

149. The bad faith conduct of the defendant, Nationwide, consisted of but was not limited to:

- (a) engaging in unfair or deceptive acts or practices;
- (b) failing to fully, fairly and promptly evaluate the claims of the plaintiff, Washington Street, LLC;
- (c) failing to continue to fully, fairly and promptly evaluate the claims of the plaintiff, Washington Street, LLC, as additional information was developed regarding the claim;
- (d) failing to offer a fair and reasonable amount to fully and fairly compensate the plaintiff, Washington Street, LLC, for the loss;
- (e) failing to effectuate a prompt and fair settlement of the claims of the plaintiff, Washington Street, LLC;
- (f) failing to properly and fairly resolve the claims of the plaintiff, Washington Street, LLC;
- (g) accepting premiums for coverage while, at the same time, refusing to pay a reasonable and fair amount of benefits to the plaintiff, Washington Street, LLC, in violation of Pennsylvania law;
- (h) violating the Unfair Insurance Practices Act, 40 P.S. § 1171.1 et seq.;
- (i) violating the Unfair Claims Settlement Practices Guidelines, 31 Pa. Code § 146.1 et seq.;
- (j) acting in a dilatory and obdurate manner in the handling of the claims of the plaintiff, Washington Street, LLC;
- (k) attempting to “low ball” the plaintiff, Washington Street, LLC, with respect to the claims arising from the July 14, 2019 fire loss;
- (l) offering less than its own settlement range for the claims of the plaintiff, Washington Street, LLC;
- (m) wantonly and willfully disregarding the rights of the plaintiff, Washington Street, LLC;
- (n) recklessly disregarding the right of the plaintiff, Washington Street, LLC, to benefits under the Policy;
- (o) elevating its own interests above those of the plaintiff, Washington Street, LLC;
- (p) breaching the duty of good faith and fair dealing;

- (q) breaching the fiduciary duties owed to the plaintiff, Washington Street, LLC;
- (r) violating the statutes and regulations governing the actions and practices of insurers in Pennsylvania;
- (s) violating its own internal policies, procedures, practices and guidelines for the handling of business and property damage claims;
- (t) exposing the plaintiff to loss of income;
- (u) exposing the plaintiff to the loss of its premises;
- (v) instituting a subrogation action without notice to its insured;
- (w) instituting a subrogation action despite the pendency of a claim, ongoing appraisal proceedings and the likelihood of losses in excess of the limits of the applicable insurance policy;
- (x) designing, implementing and perpetrating a scheme to delay resolution and payment of the claims of the plaintiff until such time as Nationwide was positioned to attempt to quickly obtain reimbursement of its payments through subrogation;
- (y) engaging in a scheme in an effort to delay, limit and deny benefits to the plaintiff, Washington Street, LLC;
- (z) engaging in wanton, willful and intentionally deceptive conduct in perpetrating a scheme to delay, limit and deny benefits to the plaintiff, Washington Street, LLC.
- (aa) such other wrongful, wanton and willful bad faith acts as may be developed during discovery.

150. The plaintiff, Washington Street, LLC, has been harmed by the common law bad faith of the defendant, Nationwide.

151. The defendant, Nationwide, is liable for payment of all consequential damages to the plaintiff, Washington Street, LLC, for the wanton, willful and reckless bad faith conduct in handling and refusing to fairly adjust, evaluate, and pay the claims of the plaintiff, Washington Street, LLC., in violation of the implied covenant of good faith and fair dealing.

WHEREFORE, the plaintiff, Washington Street, LLC, demands judgment against the defendant, Nationwide, for all consequential damages arising from the breach of implied covenants of good faith and fair dealing.

COUNT II
(Statutory Bad Faith)

152. The plaintiff, Washington Street, LLC, hereby incorporates by reference the foregoing paragraphs 1 through 151 of this Complaint as though the same were fully set forth herein.

153. The policy of insurance issued by the defendant, Nationwide, to the plaintiff, Washington Street, LLC, provides, *inter alia*, \$854,700.00 in Building Coverage for the premises located at 37-39 W. Washington Street, Chambersburg, Pennsylvania, as well as \$60,000.00 in income loss benefits and \$25,000.00 in debris removal benefits. Exhibit "A".

154. On July 14, 2019, upon information and belief, a fire originated in the kitchen of Apartment 39C, located at 37-39 W Washington Street, Chambersburg, Franklin County, Pennsylvania.

155. The fire was extensive, causing severe damage to the property of the plaintiff, Washington Street, LLC.

156. The plaintiff, Washington Street, LLC, reported the loss to the defendant, Nationwide, in a timely manner.

157. The defendant, Nationwide, thereafter, despite the loss being covered under the Policy, engaged in an unreasonable and disingenuous investigation of the loss in an attempt to delay and deny benefits to its insured, Washington Street, LLC, in utter disregard of the rights of its insured.

158. The defendant, Nationwide, failed to fairly adjust the loss; failed to fairly evaluate

the damage; and unreasonably delayed payment for the loss and damage to the property suffered by the plaintiff, Washington Street, LLC.

159. The defendant, Nationwide, wrongfully, willfully, intentionally and deliberately breached the policy by failing to timely pay for the loss at the premises.

160. The defendant, Nationwide, wrongfully, willfully, intentionally and deliberately breached the policy by performing a disingenuous investigation of the claims in an effort to find cause or reason to deny or delay the claims of the plaintiff, Washington Street, LLC.

161. The defendant, Nationwide, wrongfully, willfully, intentionally and deliberately breached the policy by engaging in a scheme to delay resolution and payment of the claims of the plaintiff until such time as Nationwide was positioned to attempt to quickly obtain reimbursement of its payments through subrogation.

162. The defendant, Nationwide, failed to effectuate a reasonable and fair settlement of the claims of the plaintiff, Washington Street, LLC.

163. The claim representatives assigned to handle the claims of the plaintiff, Washington Street, LLC, did not do so in a fair, complete and even-handed fashion.

164. The claim representatives assigned to handle the claims of the plaintiff, Washington Street, LLC, did not do so in accordance with the standards and procedures accepted in the Insurance Department for the handling of claims.

165. The defendant, Nationwide, has not treated the plaintiff, Washington Street, LLC, in a fair and even handed manner.

166. The defendant, Nationwide, failed to perform a full and complete investigation of the July 14, 2019 loss and the damages arising therefrom.

167. The defendant, Nationwide, did not communicate fairly, promptly and

appropriately as required by the statutes and regulations of the Commonwealth of Pennsylvania.

168. The defendant, Nationwide, did not fairly evaluate and negotiate the claims of the plaintiff, Washington Street, LLC.

169. The Pennsylvania Bad Faith Statute, 42 Pa.C.S.A. § 8371, provides:

In an action arising under an insurer policy, if the court finds that the insurer has acted in bad faith toward the insured, the court may take all of the following actions:

- (1) Award interest on the amount of the claim from the date the claim was made by the insured in an amount equal to the prime rate of interest plus 3%.
- (2) Award punitive damages against the insurer.
- (3) Assess court costs and attorneys fees against the insurer.

42 Pa.C.S.A. § 8371.

170. The claims of the plaintiff, Washington Street, LLC, arising from the July 14, 2019 fire loss were an action under an insurance policy.

171. The defendant, Nationwide, acted in bad faith and in violation of 42 Pa.C.S.A. § 8371 in refusing and delaying payment of the limits of benefits to the plaintiff, Washington Street, LLC, for the July 14, 2019 fire loss.

172. The bad faith conduct of the defendant, Nationwide, consisted of but was not limited to:

- (a) engaging in unfair or deceptive acts or practices;
- (b) failing to fully, fairly and promptly evaluate the claims of the plaintiff, Washington Street, LLC;
- (c) failing to continue to fully, fairly and promptly evaluate the claims of the plaintiff, Washington Street, LLC, as additional information was developed regarding the claim;

- (d) failing to offer a fair and reasonable amount to fully and fairly compensate the plaintiff, Washington Street, LLC, for the loss;
- (e) failing to effectuate a prompt and fair settlement of the claims of the plaintiff, Washington Street, LLC;
- (f) failing to properly and fairly resolve the claims of the plaintiff, Washington Street, LLC;
- (g) accepting premiums for coverage while, at the same time, refusing to pay a reasonable and fair amount of benefits to the plaintiff, Washington Street, LLC, in violation of Pennsylvania law;
- (h) violating the Unfair Insurance Practices Act, 40 P.S. § 1171.1 et seq.;
- (i) violating the Unfair Claims Settlement Practices Guidelines, 31 Pa. Code § 146.1 et seq.;
- (j) acting in a dilatory and obdurate manner in the handling of the claims of the plaintiff, Washington Street, LLC;
- (k) attempting to “low ball” the plaintiff, Washington Street, LLC, with respect to the claims arising from the July 14, 2019 fire loss;
- (l) offering less than its own settlement range for the claims of the plaintiff, Washington Street, LLC;
- (m) wantonly and willfully disregarding the rights of the plaintiff, Washington Street, LLC;
- (n) recklessly disregarding the right of the plaintiff, Washington Street, LLC, to benefits under the Policy;
- (o) elevating its own interests above those of the plaintiff, Washington Street, LLC;
- (p) breaching the duty of good faith and fair dealing;
- (q) breaching the fiduciary duties owed to the plaintiff, Washington Street, LLC;
- (r) violating the statutes and regulations governing the actions and practices of insurers in Pennsylvania;
- (s) violating its own internal policies, procedures, practices and guidelines for the handling of business and property damage claims;

- (t) exposing the plaintiff to loss of income;
- (u) exposing the plaintiff to the loss of its premises;
- (v) instituting a subrogation action without notice to its insured;
- (w) instituting a subrogation action despite the pendency of a claim, ongoing appraisal proceedings and the likelihood of losses in excess of the limits of the applicable insurance policy;
- (x) designing, implementing and perpetrating a scheme to delay resolution and payment of the claims of the plaintiff until such time as Nationwide was positioned to attempt to quickly obtain reimbursement of its payments through subrogation;
- (y) engaging in a scheme in an effort to delay, limit and deny benefits to the plaintiff, Washington Street, LLC;
- (z) engaging in wanton, willful and intentionally deceptive conduct in perpetrating a scheme to delay, limit and deny benefits to the plaintiff, Washington Street, LLC.
- (aa) such other wrongful, wanton and willful bad faith acts as may be developed during discovery.

173. The plaintiff, Washington Street, LLC, has been harmed by the statutory bad faith of the defendant, Nationwide.

174. The defendant, Nationwide, is liable for payment of interest, fees, costs and punitive damages to the plaintiff, Washington Street, LLC, for the bad faith conduct in handling the business and property loss claims.

175. The defendant, Nationwide, is liable for payment of interest counsel fees, costs and punitive damages pursuant to 42 Pa.C.S.A. § 8317.

WHEREFORE, the plaintiff, Washington Street, LLC, demands judgment against the defendant, Nationwide Property & Casualty Insurance Company, for interest, counsel fees, cost and punitive damage pursuant to 42 Pa.C.S.A. § 8371.

HAGGERTY, GOLDBERG, SCHLEIFER
& KUPERSMITH, P.C.

/s/ James C. Haggerty

James C. Haggerty, Esquire
Jeffrey K. Stanton, Esquire
1835 Market Street, Suite 2700
Philadelphia, PA 19103

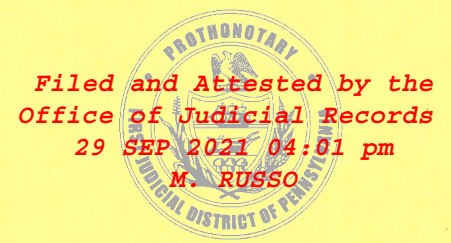


EXHIBIT A

COMMERCIAL PROPERTY (NATIONWIDE P&C)

L6DP

N

INSURED COPY

ACP 30-5-6474267

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Case ID: 210700926

INTERLINE
IL 09 10 07 02

PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

All terms and conditions of this policy apply unless modified by this endorsement.

IN 74 04 01 07

IMPORTANT FLOOD INSURANCE NOTICE

Thank you for the opportunity to provide your important insurance protection. As your insurance provider, we like to keep you informed of important issues that can potentially impact your property assets. This letter is to remind you of the importance of considering flood insurance and the importance of reviewing your policies on a regular basis.

Your Commercial Property (Premier Businessowners, and/or Commercial Property) and Farmowners' policy does not cover damage from floods to any property resulting directly or indirectly from "water." Excluded "water" losses include, but are not limited to those caused by flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not. These types of loss or damage caused by "Water" are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. You will need to read your policy for all of the details about excluded water losses. This is just a summary of the excluded water losses to highlight some important flood-related issues.

In most communities, you can obtain flood insurance through your agent that is backed by the federal government's National Flood Insurance Program. In those qualifying communities, you can obtain flood insurance protection for your property regardless of your flood zone or flood risk.

Your agent can assist you in 1) determining if your community participates in the National Flood Insurance Program, 2) assessing your flood risk, and 3) understanding flood policy availability. To learn more about flood insurance and your risk of flooding access the National Flood Insurance Program's consumer website at www.FloodSmart.gov.

As you consider the risk of flooding in your area and consider your options for obtaining valuable protection, consider that:

- All property is in a flood zone, regardless of whether an area has been defined as high risk or low risk.
- Nearly 25% of all flood claims are for properties located in lower-risk flood areas or locations where flooding is not expected.
- Floods can happen anywhere, at any time, causing anguish, destruction, and financial damage.
- Changing weather patterns, as well as residential and business development, may increase your chance of experiencing a flood.
- Flooding can occur as a result of clogged, overloaded, or inadequate storm drains. You don't have to live near a body of water to be flooded.
- Federal disaster assistance is often a loan and must be repaid with interest.
- Your commercial property and/or farmowner policies exclude loss by flooding.

Ask your agent about obtaining flood insurance for commercial property today. Thank you for choosing us to meet your insurance needs. We value your business.

IN 74 04 01 07

Page 1 of 1

ACP CPPK 3056474267

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Case ID: 210700926

IN 78 09 11 15

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IMPORTANT INSURANCE INFORMATION

★★★★★★

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

DATA BREACH & IDENTITY RECOVERY SERVICES**Data Breach Services Information:**

Through a partnership with Hartford Steam Boiler, you have access to a data breach risk management portal called the eRiskHub®. The portal is designed to help you understand data information exposures, help you plan and be prepared for a data breach, and establish a response plan to manage the costs and minimize the effects of a data breach.

Key features of the portal include:

- Incident Response Plan Roadmap – suggested steps your business can take following data breach incident. Having an incident response plan prepared in advance of a breach can be useful for defense of potential litigation.
- Online Training Modules – ready-to-use training for your business on privacy best practices and Red Flag Rules.
- Risk Management Tools- assist your business in managing data breach exposures including self-assessments and state breach notification laws.
- eRisk Resources – a directory to quickly find external resources on pre and post-breach disciplines.
- News Center – cyber risk stories, security and compliance blogs, security news, risk management events, and helpful industry links.
- Learning Center – best practices and white papers written by leading authorities.

To access the eRiskHub® portal:

- Enter <https://www.eriskhub.com/nationwide> in your browser.
- Complete the information, including your name and company. Your User ID and Password are case-sensitive.
- Enter your assigned access code: **12116-73**.
- Enter the challenge word on the screen, and click “Submit” and follow the instructions to complete your profile setup.
- You can now login to the portal.

You also have access to a help-line to answer breach related questions. Insureds having questions pertaining to how to prepare for a breach, help in identifying a breach, or other questions pertaining to breach related best practices can call our breach preparedness help-line. Experienced professionals are able to provide insights to help insureds understand the complicated environment pertaining to breaches of personal information. The breach preparedness help-line is 877-800-5028.

IN 78 09 11 15

Page 1 of 2

ACP CPPK 3056474267

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00043**Case ID: 210700926**

IN 78 09 11 15

In addition, you have the ability to purchase Data Compromise Insurance coverage and CyberOne Insurance coverage.

The Data Compromise coverage covers the costs incurred by an insured to respond to a data breach, including expenses related to forensic information technology review, legal review, notification to affected individuals, services to affected individuals, public relations services. Insureds will also have the ability to include Data Compromise Defense and Liability coverage which covers the liability from a suit brought by an individual affected by the data breach.

CyberOne coverage protects businesses against damage to electronic data and computer systems from a virus or other computer attack. It also protects a business's liability to third parties that may have suffered damage due to security weaknesses in the business's computer system.

Identity Recovery Services Information:

Through a partnership Hartford Steam Boiler, you will have access to a Toll-Free Identity Recovery Help Line designed to provide education about identity theft and identity theft risks. The toll-free Help Line is staffed by experienced identity theft counsellors who can answer questions and provide useful information and resources to identity theft victims. The Identity Recovery Help Line number is 877-800-5028.

In addition, you have the ability to buy Identity Recovery insurance coverage as an included element of Data Compromise coverage or separately, on its own. The Identity Recovery coverage insures against the theft of identities of the insured's key owners, officers, and resident family members. The coverage provides the services of an identity theft case manager and pays for various out-of-pocket expenses due to a covered identity theft, including:

- Legal fees for answer of civil judgments and defense of criminal charges
- Phone, postage, shipping fees
- Notary and filing fees
- Credit bureau reports
- Lost Wages and Child or Elder Care
- Mental Health Counseling costs (Not Available in NY)
- Miscellaneous Expense coverage

NATIONWIDE PROPERTY & CASUALTY INS CO
ONE NATIONWIDE PLAZA
COLUMBUS, OH 43215-2220

RENEWAL

DECLARATIONS

Policy Number: **ACP CPPK 3056474267** **COMMERCIAL PROPERTY**

Named Insured: **WASHINGTON STREET LLC**

Mailing Address: **342 S RICHARD ST
BEDFORD
PA 15522-1743**

Agent: **GARY D SHETTER JR, LUTCF** **37-82213**
Address: **EVERETT PA 15537**
Producer: **GARY D SHETTER JR, LUTCF**

Policy Period: This policy is effective from **01/09/19** to **01/09/20** 12:01 A.M.
Standard time at the above mailing address.

This policy is subject to the following forms. Forms specific to a certain building or item can be found with the specific building and item information on the following pages.

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP0010	1012	0	CP0090	0788	0	CP0140	0706	0
CP1270	0996	0	CP7117	0917	0	CP7118	0917	0
IL0017	1198	0	IL0935	0702	0			
IN7809	1115	0	LI0995	0107	0			

Mortgagee and loss payee information - See schedules CP-DM and CP-DL

Replacement or
Renewal Number **ACP CPPK 3046474267**

Countersigned _____ By _____
Date Authorized Representative

Premium for Certified Acts of Terrorism \$ **0.00**

Total Annual Premium \$ **4,662.00**

Total Policy Premium \$ **4,662.00**

CP-D (10-98)

DIRECT BILL EBW130 18317

INSURED COPY

ACP CPPK 3056474267

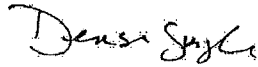
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Case ID: 210700926

NATIONWIDE PROPERTY AND CASUALTY INSURANCE COMPANY

IN WITNESS WHEREOF, Nationwide Property And Casualty Insurance Company has caused this policy to be signed by its President and Secretary, and countersigned by a duly authorized representative of the Company.



SECRETARY



PRESIDENT

NATIONWIDE PROPERTY & CASUALTY INS CO

COMMERCIAL PROPERTY SCHEDULE REFERENCE PAGE

Policy Number: **ACP CPPK 3056474267**Policy Period: From **01/09/19** To **01/09/20**

Named Insured: WASHINGTON STREET LLC

Loc. Bld. Item	Address/Description	Limit	Premium
	TOTAL POLICY PREMIUM		\$ 4,662.00
	POLICY WIDE OPTIONAL COVERAGES		
	EQUIPMENT BREAKDOWN		\$ 485.00
1	3739 W WASHINGTON ST CHAMBERSBURG PA Protection Class: 03		
1	APARTMENT BUILDINGS - GARDEN		
1	BUILDING	\$ 854,700	
	GROUP 1		\$ 2,895.00
	GROUP 2		\$ 445.00
	SPECIAL - CAUSE OF LOSS		\$ 837.00

NATIONWIDE PROPERTY & CASUALTY INS CO

COMMERCIAL PROPERTY SCHEDULE

Policy Number: ACP CPPK 3056474267

Policy Period: From 01/09/19 To 01/09/20

Named Insured: WASHINGTON STREET LLC

**** Premise No 01 **** Total Premium \$ 4,177.00

Address: 3739 W WASHINGTON ST
City: CHAMBERSBURG

State: PA

Zip Code: 17201-0000

Description: 5 UNIT APT BLDG W LAUNDROMAT ATTACHED

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP7115	0803	0	IL0166	0907	0	IL0172	0907	0
IL0246	0907	0	IL0910	0702	0	IL0952	0115	0
IN7404	0107	0						

** Building No 01 ** Total Premium \$ 4,177.00

Rental Property

Occupancy Group - APART & CONDOS
Description: APARTMENT BUILDINGS - GARDEN
Construction Type: JOISTED MASONRY

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP1034	1012	0						

Coverages Provided

Item	Coverage	Limit of Insurance	Causes of Loss Form	Coinsurance	Deductible	Premium
01	BUILDING	\$ 854,700	SPECIAL	90%	1000	4,177.00

Description: 5 UNIT APARTMENT BLDG W LAUNDROMAT ATTACHED

Optional Coverages:
Replacement Cost
Inflation Guard 4%

FORM	DATE	PREM	FORM	DATE	PREM	FORM	DATE	PREM
CP1030	1012	0						

NATIONWIDE PROPERTY & CASUALTY INS CO

COMMERCIAL PROPERTY FORMS AND ENDORSEMENTS

Policy Number: **ACP CPPK 3056474267**Policy Period: From **01/09/19** To **01/09/20**Named Insured: **WASHINGTON STREET LLC**

Form	Date	Title
CP0010	1012	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP0090	0788	COMMERCIAL PROPERTY CONDITIONS
CP0140	0706	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
CP1030	1012	CAUSES OF LOSS - SPECIAL FORM
CP1034	1012	EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR PROCESSING OPERATIONS
CP1270	0996	JOINT OR DISPUTED LOSS AGREEMENT
CP7115	0803	PROPERTY AMENDATORY ENDORSEMENT
CP7117	0917	EQUIPMENT BREAKDOWN COVERAGE
CP7118	0917	EQUIPMENT BREAKDOWN COVERAGE SCHEDULE
IL0017	1198	COMMON POLICY CONDITIONS
IL0166	0907	PENNSYLVANIA CHANGES ACTUAL CASH VALUE
IL0172	0907	PENNSYLVANIA CHANGES
IL0246	0907	PENNSYLVANIA CHANGES - CANCELLATION AND NONRENEWAL
IL0910	0702	PENNSYLVANIA NOTICE
IL0935	0702	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL0952	0115	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IN7404	0107	IMPORTANT FLOOD INSURANCE NOTICE
IN7809	1115	DATA BREACH & IDENTITY RECOVERY SERVICES
LI0995	0107	CONDITIONAL EXCLUSION OF TERRORISM

CP-DF (10-89)

L54S 18317

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ACP CPPK 3056474267

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Case ID: 210700926

COMMERCIAL PROPERTY
CP 00 10 10 12

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **H. Definitions**.

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2.** Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire-extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

b. Your Business Personal Property

consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

CP 00 10 10 12

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;
- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, **n.**, does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

 - (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;

CP 00 10 10 12

- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
 - (c) Rowboats or canoes out of water at the described premises; or
 - (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or
- q. The following property while outside of buildings:
- (1) Grain, hay, straw or other crops;
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

4. Additional Coverages

a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
 - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
 - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;

- (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
 - (e) Remove deposits of mud or earth from the grounds of the described premises;
 - (f) Extract "pollutants" from land or water; or
 - (g) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

CP 00 10 10 12

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

(5) Examples

The following examples assume that there is no Coinsurance penalty.

Example 1

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	(\$50,000 – \$500)
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example 2

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	(\$80,000 – \$500)
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

CP 00 10 10 12

d. Pollutant Clean-up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

- (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.
- The amount payable under this Additional Coverage is additional insurance.
- (7) With respect to this Additional Coverage:
- (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced at the same or another premises; and
 - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

CP 00 10 10 12

- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
 - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
 - (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
 - (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in **e.(6)** of this Additional Coverage, is not subject to such limitation.
- f. Electronic Data**
- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
 - (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
 - (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
 - (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
 - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
 - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

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- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
 - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

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b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.
- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

d. Property Off-premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

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Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.

- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
 - (a) Will end 90 days after the business personal property has been placed in the storage unit;
 - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

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The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$ 60,100
– 250
<hr/>

\$ 59,850 Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

$$\$59,850 + \$80,000 = \$139,850$$

Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.

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- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
 - (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
 - (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.
- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

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- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy**a. Description Of Terms**

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:
- (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

- (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

- (i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or
- (ii) Used by the building owner to conduct customary operations.

- (2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:
- (a) Vandalism;
- (b) Sprinkler leakage, unless you have protected the system against freezing;
- (c) Building glass breakage;
- (d) Water damage;
- (e) Theft; or
- (f) Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b., c., d. and e. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

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The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

- (1) Awnings or floor coverings;
 - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
 - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety-glazing material if required by law.
- e. Tenants' Improvements and Betterments at:
- (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.
 - (3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example 1 (Underinsurance)

When: The value of the property is: \$ 250,000
 The Coinsurance percentage for it is: 80%
 The Limit of Insurance for it is: \$ 100,000
 The Deductible is: \$ 250
 The amount of loss is: \$ 40,000

Step (1): $\$250,000 \times 80\% = \$200,000$
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $\$100,000 \div \$200,000 = .50$

Step (3): $\$40,000 \times .50 = \$20,000$

Step (4): $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example 2 (Adequate Insurance)

When: The value of the property is: \$ 250,000
 The Coinsurance percentage for it is: 80%
 The Limit of Insurance for it is: \$ 200,000
 The Deductible is: \$ 250
 The amount of loss is: \$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ($\$250,000 \times 80\%$). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 ($\$40,000$ amount of loss minus the deductible of \$250).

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- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example 3

When: The value of the property is:

Building at Location 1:	\$ 75,000
Building at Location 2:	\$ 100,000
Personal Property at Location 2:	\$ 75,000
	<u>\$ 250,000</u>

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is: \$ 180,000

The Deductible is: \$ 1,000

The amount of loss is:

Building at Location 2: \$ 30,000

Personal Property at Location 2: \$ 20,000
\$ 50,000

Step (1): $\$250,000 \times 90\% = \$225,000$

(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $\$180,000 \div \$225,000 = .80$

Step (3): $\$50,000 \times .80 = \$40,000$

Step (4): $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

2. Mortgageholders

- The term mortgageholder includes trustee.
- We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
 - Pays any premium due under this Coverage Part at our request if you have failed to do so;

- Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

- Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
- The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- If we cancel this policy, we will give written notice to the mortgageholder at least:
 - 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - 30 days before the effective date of cancellation if we cancel for any other reason.

- If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

1. Agreed Value

- The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

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- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
 - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example

If: The applicable Limit of Insurance is: \$ 100,000
 The annual percentage increase is: 8%
 The number of days since the beginning of the policy year (or last policy change) is: 146
 The amount of increase is:
 $\$100,000 \times .08 \times 146 \div 365 =$ \$ 3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or

- (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - (b) Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

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- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

4. Extension Of Replacement Cost To Personal Property Of Others

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

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COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you, or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:

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- a. During the policy period shown in the Declarations; and
 - b. Within the coverage territory.
2. The coverage territory is:
- a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - b. A business firm:
 - 1) Owned or controlled by you; or
 - 2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
- However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 2. Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

All terms and conditions of this policy apply unless modified by this endorsement.

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CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section G. Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in (5)(a), (5)(b) and (5)(c), all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.

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c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

f. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings; or
- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

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This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d.(1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;

- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

- (7) The following causes of loss to personal property:

- (a) Dampness or dryness of atmosphere;
- (b) Changes in or extremes of temperature; or
- (c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure; or

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(2) You drain the equipment and shut off the supply if the heat is not maintained.

- h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

(1) Applies whether or not an act occurs during your normal hours of operation;

(2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- j. Rain, snow, ice or sleet to personal property in the open.

- k. Collapse, including any of the following conditions of property or any part of the property:

(1) An abrupt falling down or caving in;

(2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage, Collapse; or

(b) To collapse caused by one or more of the following:

(i) The "specified causes of loss";

(ii) Breakage of building glass;

(iii) Weight of rain that collects on a roof; or

(iv) Weight of people or personal property.

- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

- m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the described premises.

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4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

- (5) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
 - (a) Your cancelling the lease;
 - (b) The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph **B.1.a.** Ordinance Or Law;
 - (b) Paragraph **B.1.c.** Governmental Action;
 - (c) Paragraph **B.1.d.** Nuclear Hazard;
 - (d) Paragraph **B.1.e.** Utility Services; and
 - (e) Paragraph **B.1.f.** War And Military Action.

- (2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

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5. Additional Exclusion

The following provisions apply only to the specified property:

Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
 - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
- (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
 - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
 - (2) Changes in or extremes of temperature;
 - (3) Disease;
 - (4) Frost or hail; or
 - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - a. Animals, and then only if they are killed or their destruction is made necessary.
 - b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

 - (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
 - (2) To Business Income Coverage or to Extra Expense Coverage.

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3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):

- a. \$2,500 for furs, fur garments and garments trimmed with fur.
- b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c. \$2,500 for patterns, dies, molds and forms.
- d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

D. Additional Coverage – Collapse

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
 - (1) A cause of loss listed in **2.a.** or **2.b.**;
 - (2) One or more of the "specified causes of loss";
 - (3) Breakage of building glass;
 - (4) Weight of people or personal property; or
 - (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

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- b. Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences;
 - f. Piers, wharves and docks;
 - g. Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph 5. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.

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4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

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- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

G. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means:

- (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and
- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the described premises and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

All terms and conditions of this policy apply unless modified by this endorsement.

COMMERCIAL PROPERTY
CP 10 34 10 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO BY-PRODUCTS OF PRODUCTION OR PROCESSING OPERATIONS (RENTAL PROPERTIES)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
STANDARD PROPERTY POLICY

SCHEDULE

Premises Number	Building Number	Description Of Rental Unit
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

- A.** The terms of this endorsement apply to the rental unit(s) described in the Schedule, and to the building(s) in which such unit(s) is located, including any contents of such unit(s) and building(s), all of which constitute the described premises for the purpose of this endorsement.
- B.** We will not pay for loss or damage to the described premises, caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the rental unit(s) described in the Schedule. This exclusion applies regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

This exclusion does not apply to loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation.

- C.** If the loss or damage described in Paragraph **B.** results in Business Income loss or Extra Expense, there is no coverage for such loss or expense under the business income and/or extra expense forms listed in this endorsement, or under any other business interruption insurance if provided under this policy.
- D.** The conduct of a tenant's production or processing operations will not be considered to be vandalism of the rental premises regardless of whether such operations are:
1. Legally permitted or prohibited;
 2. Permitted or prohibited under the terms of the lease; or
 3. Usual to the intended occupancy of the premises.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**JOINT OR DISPUTED LOSS AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

- A. This endorsement is intended to facilitate payment of insurance proceeds when:
1. Both a boiler and machinery policy and this commercial property policy are in effect;
 2. Damage occurs to Covered Property that is insured by the boiler and machinery policy and this commercial property policy; and
 3. There is disagreement between the insurers as to whether there is coverage or as to the amount of the loss to be paid, if any, by each insurer under its own policies.
- B. This endorsement does not apply if:
1. Both the boiler and machinery insurer(s) and we do not admit to any liability; and
 2. Neither the boiler and machinery insurer(s) nor we contend that coverage applies under the other insurer's policy.
- C. The provisions of this endorsement apply only if all of the following requirements are met:
1. The boiler and machinery policy carried by the named insured, insuring the Covered Property, contains a similar provision at the time of the loss or damage, with substantially the same requirements, procedures and conditions as contained in this endorsement;
 2. The damage to the Covered Property was caused by a loss for which:
 - a. Both the boiler and machinery insurer(s) and we admit to some liability for payment under the respective policies; or
 - b. Either:
 - 1) The boiler and machinery insurer(s) does not admit to any liability for payment, while we contend that:
 - a) All liability exists under the boiler and machinery policy; or
 - b) Some liability exists under both the boiler and machinery policy and this commercial property policy;
 - 2) We do not admit to any liability for payment, while the boiler and machinery insurer(s) contends that:
 - a) All liability exists under this commercial property policy; or
 - b) Some liability exists under both the boiler and machinery policy and this commercial property policy; or
 3. The total amount of the loss is agreed to by you, the boiler and machinery insurer(s) and us.
- D. If the requirements listed in Paragraph C. above are satisfied, we and the boiler and machinery insurer(s) will make payments to the extent, and in the manner, described as follows:
1. We will pay, after your written request, the entire amount of loss that we have agreed as being covered, if any, by this commercial property policy and one-half (1/2) the amount of the loss that is in disagreement.
 2. The boiler and machinery insurer(s) will pay, after your written request, the entire amount of loss that they have agreed as being covered, if any, by the boiler and machinery policy and one-half (1/2) the amount of loss that is in disagreement.

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3. Payments by the insurers of the amounts that are in disagreement, as described in Paragraphs 1. and 2., do not alter, waive or surrender any rights of any insurer against any other with regard to the portion of the loss for which each insurer is liable.
4. The amount in disagreement to be paid by us under this endorsement shall not exceed the amount payable under the equivalent Loss Agreement(s) of the boiler and machinery policy.
5. The amount to be paid under this endorsement shall not exceed the amount we would have paid had no boiler and machinery policy been in effect at the time of loss. In no event will we pay more than the applicable Limit of Insurance shown in the Declarations.
6. Acceptance by you of sums paid under this endorsement does not alter, waive or surrender any other rights against us.

E. Arbitration

1. If the circumstances described in Paragraph C.2.a. exist and the boiler and machinery insurer(s) and we agree to submit our differences to arbitration, the boiler and machinery insurer(s) and we will determine the amount each will pay and will pay the insured within 90 days. Arbitration will then take place within 90 days after payment of the loss under the terms of this endorsement.
2. If any of the circumstances described in Paragraph C.2.b. exist, then the boiler and machinery insurer(s) and we agree to submit our

differences to arbitration within 90 days after payment of the loss under the terms of this endorsement.

3. You agree to cooperate with any arbitration procedures. There will be three arbitrators: one will be appointed by us, and another will be appointed by the boiler and machinery insurer(s). The two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by two of the three arbitrators will be binding on both parties. Judgment on any award can be entered in any court that has jurisdiction.

F. Final Settlement Between Insurers

The insurer(s) found responsible for the greater percentage of the ultimate loss must return the excess contribution to the other insurer(s). In addition, the insurer(s) found responsible for the greater portion of the loss must pay Liquidated Damages to the other insurer(s) on the amount of the excess contribution of the other insurer(s). Liquidated Damages are defined as interest from the date the insured invokes this Agreement to the date the insurer(s) that contributed the excess amount is reimbursed. The interest is calculated at 1.5 times the highest prime rate from the Money Rates column of the Wall Street Journal during the period of the Liquidated Damages. Arbitration expenses are not a part of the excess contribution for which liquidated damages are calculated. Arbitration expenses will be apportioned between insurers on the same basis that the ultimate loss is apportioned.

COMMERCIAL PROPERTY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Removal Permit

In the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CP0010, under Section A. Coverage, paragraph 4. Additional Coverages, the following additional coverage is added:

If Covered Property is removed to a new location that is a described location in the Declarations, this insurance will apply at each location; effective the date the new location was added for up to 10 days. After that period, this insurance does not apply at the previous location, unless it remains a described location in the Declarations. During the period of removal, coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed.

B. Limit Of Insurance – Adjustment At Renewal

Whenever one of the following coverage forms:

1. BUILDING AND PERSONAL PROPERTY COVERAGE FORM;
2. CONDOMINIUM ASSOCIATION COVERAGE FORM; or
3. CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM;

is made part of the policy, then under Section A. Coverage, paragraph 4. Additional Coverages, the following additional coverage is added:

The Limit of Insurance shown in the Declarations for scheduled items insured under A.1.a. Building and A.1.b. Your Business Personal Property may be increased to reflect an increase in value attributable to inflation. Any such change will be made effective on the renewal date. Payment of the renewal premium when due will constitute your acceptance of the amended Limits of Insurance offered by us at the renewal of the policy.

C. Debris Removal

Whenever one of the following coverage forms:

1. BUILDING AND PERSONAL PROPERTY COVERAGE FORM;
2. CONDOMINIUM ASSOCIATION COVERAGE FORM; or
3. CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM;

is made part of the policy, then under Section A. Coverage, 4. Additional Coverages, paragraph a.2) is replaced by the following:

- 2) This Additional Coverage does not apply to costs to:
 - a) Extract "pollutants" from land, water or Covered Property; or
 - b) Remove, restore or replace polluted land, water or Covered Property.

D. Pollutant Clean Up And Removal

Whenever one of the following coverage forms:

1. BUILDING AND PERSONAL PROPERTY COVERAGE FORM;
2. CONDOMINIUM ASSOCIATION COVERAGE FORM;
3. CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM; or
4. BUILDERS RISK COVERAGE FORM;

is made part of the policy, then under Section A. Coverage 4. Additional Coverages, paragraph d. is replaced by the following:

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d. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land, water or Covered Property at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land, water or Covered Property.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 months period of this policy.

E. Loss Conditions

Under Section E. Loss Conditions, 4. Loss Payment, the following is added to the end of paragraph a.:

HOWEVER, we will not pay for loss or damage arising out of or resulting from obsolescence, aesthetic differences, or any other consequential loss to that part of the property not directly damaged by a Covered Cause of Loss.

F. Definitions

In the Commercial Property Coverage Part, the "Pollutants" definition is replaced by the following:

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including but not limited to smoke, vapor, soot, fumes, acids, alkalis, petroleum products and their derivatives, chemicals and waste. Such irritants or contaminants are "pollutants" whether or not they have any function in your business, operations, premises, sites or locations.

Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed and livestock, poultry or other animal excrement.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN COVERAGE

(Including Electronic Circuitry Impairment)

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM UNIT-OWNERS COVERAGE FORM
 CAUSES OF LOSS-- BASIC FORM
 CAUSES OF LOSS-- BROAD FORM
 CAUSES OF LOSS-- SPECIAL FORM

- A. The following is added as an Additional Coverage to the Causes of Loss— Basic Form, Broad Form or Special Form.

Additional Coverage-- Equipment Breakdown

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below. Without an "accident" or "electronic circuitry impairment", there is no Equipment Breakdown Coverage.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident" or "electronic circuitry impairment". We will consider "electronic circuitry impairment" to be physical damage to "covered equipment".
2. Unless otherwise shown in the "schedule," the following coverages also apply to the direct result of an "accident" or "electronic circuitry impairment". However, with respect to coverage 2.i. Service Interruption below and any Dependent Properties coverage provided by this coverage part, coverage will apply only to the direct result of an "accident" and will not apply to the direct result of an "electronic circuitry impairment". These coverages do not provide additional amounts of insurance.
 - a. Business Income and Extra Expense
 - (1) Any insurance provided under the coverage part for Business Income or Extra Expense is extended to the coverage provided by this endorsement. However, if a deductible is shown in the "schedule" or Special Deductible Endorsement, then with respect to this endorsement only, the "period of restoration" will begin immediately after the "accident" or "electronic circuitry impairment", and the deductible shown in the "schedule" or

Special Deductible Endorsement will apply.

- (2) The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense, unless otherwise shown in the "schedule".
- b. Data Restoration
 - (1) We will pay for your reasonable and necessary cost to research, replace and restore lost "data".
 - (2) The most we will pay for loss or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$250,000 unless otherwise shown in the "schedule".
- c. Expediting Expenses
 - (1) With respect to your damaged Covered Property, we will pay the reasonable extra cost to:
 - (a) Make temporary repairs; and
 - (b) Expedite permanent repairs or permanent replacement.
 - (2) The most we will pay for loss or expense under this coverage is \$250,000 unless otherwise shown in the "schedule."
- d. "Fungus", Wet Rot, Dry Rot and Bacteria
 - (1) We will pay your additional cost to repair or replace Covered Property because of contamination by "fungus", wet rot, dry rot or bacteria. This includes the additional costs to clean up or dispose of such property. This does not include spoilage of personal property that is "perishable goods" to the extent that such

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spoilage is covered under Spoilage coverage.

- (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "fungus", wet rot, dry rot or bacteria been involved.
- (3) We will also pay the cost of testing performed after repair or replacement of the damaged Covered Property is completed only to the extent that there is reason to believe there is the presence of "fungus", wet rot, dry rot or bacteria.
- (4) This coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.
- (5) The most we will pay in any "one equipment breakdown" for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$15,000 unless otherwise shown in the "schedule" even if the "fungus", wet rot, dry rot or bacteria continues to be present or active or recurs in a later policy period.

e. Hazardous Substances

- (1) We will pay your additional cost to repair or replace Covered Property because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.
- (2) This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in 2.j.(1)(b) below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.
- (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$250,000

unless otherwise shown in the "schedule."

f. Off Premises Equipment Breakdown

- (1) We will pay for physical damage to transportable "covered equipment" that, at the time of the "accident" or "electronic circuitry impairment", is not at a covered location. As respects this Off Premises Equipment Breakdown coverage only, the "accident" or "electronic circuitry impairment" may occur in any country except one in which the United States has imposed sanctions, embargoes or similar restrictions on the provision of insurance.
- (2) We will also pay for your reasonable and necessary cost to research, replace and restore lost "data" contained within "covered equipment" as described under (1) above. This amount may not exceed the limit applicable to Data Restoration coverage.
- (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, and Data Restoration as described in (2) above is the limit for Property Off-Premises coverage, shown in your policy, unless otherwise shown in the "schedule".

g. Public Relations

- (1) This coverage only applies if you have sustained an actual loss of Business Income covered under this endorsement.
- (2) We will pay for your reasonable costs for professional services to create and disseminate communications, when the need for such communications arises directly from the interruption of your business. This communication must be directed to one or more of the following:
 - (a) The media;
 - (b) The public; or
 - (c) Your customers, clients or members.

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- (3) Such costs must be incurred during the "period of restoration" or up to 30 days after the "period of restoration" has ended.
 - (4) The most we will pay for loss or expense under this coverage is \$5,000.
- h. Resultant Damage to Animals
- (1) Any insurance provided under the coverage part for "animals" is extended to the coverage provided by this endorsement.
 - (2) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$25,000.
- i. Service Interruption
- (1) Any insurance provided for Business Income, Extra Expense, Data Restoration or Spoilage is extended to apply to your loss, damage or expense caused by a failure or disruption of service. The failure or disruption of service must be caused by an "accident" to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, Internet access, telecommunications services, "cloud computing services", wide area networks or data transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.
 - (2) "Cloud computing services" must be provided by a professional provider with whom you have a contract.
 - (3) With respect to the Data Restoration portion of this Service Interruption coverage, coverage will also apply to "data" stored in the equipment of a provider of "cloud computing services".
 - (4) Unless otherwise shown in the "schedule" or Special Deductible

Endorsement, any insurance provided for Business Income or Data Restoration will not apply under this Service Interruption coverage unless the failure or disruption of service exceeds 24 hours immediately following the "accident". If the interruption exceeds 24 hours, coverage will begin at the time of the disruption, and the applicable deductible will apply.

- (5) The most we will pay in any "one equipment breakdown" for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense, Data Restoration or Spoilage, except that if a limit is shown in the "schedule" for Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.

j. Spoilage

- (1) We will pay:
 - (a) Physical damage to "perishable goods" due to spoilage;
 - (b) Physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;
 - (c) Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- (2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "accident," or "electronic circuitry impairment", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.
- (3) The most we will pay for loss, damage or expense under this

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coverage is \$250,000 unless otherwise shown in the "schedule."

3. EXCLUSIONS

All exclusions in the applicable Causes of Loss form apply except as modified below and to the extent that coverage is specifically provided by this endorsement.

a. The following exclusions are modified:

- (1) If the Causes of Loss -- Basic Form or Causes of Loss -- Broad Form applies, the following is added to Exclusion B.2.:

Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. However, if an "accident" or "electronic circuitry impairment" results, we will pay for the resulting loss, damage or expense caused by that "accident" or "electronic circuitry impairment".

- (2) If the Causes of Loss—Special Form applies, as respects this endorsement only, the last paragraph of Exclusion B.2.d. is deleted and replaced with the following:

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in an "accident," or "electronic circuitry impairment", we will pay for the loss, damage or expense caused by that "accident" or "electronic circuitry impairment".

b. The following exclusions are added:

- (1) We will not pay for loss, damage or expense caused directly or indirectly by any of the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment":
- (a) Fire, including smoke from a fire;
 - (b) Explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere;
 - (c) Any other explosion, except as specifically covered under this endorsement;
 - (d) Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse,

landslide, earth sinking, tsunami or volcanic action;

- (e) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; mudslide or mudflow; or water that backs up or overflows from a sewer, drain or sump. However, if electrical "covered equipment" requires drying out because of the above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies; or

- (f) Vandalism.

- (2) Coverage under this endorsement does not apply to an "accident" or "electronic circuitry impairment" caused by or resulting from:

- (a) Lightning;
- (b) Windstorm or hail. However, this exclusion does not apply when:
 - i. "Covered equipment" located within a building or structure suffers an "accident" or "electronic circuitry impairment" that results from wind-blown rain, snow, sand or dust; and
 - ii. The building or structure did not first sustain wind or hail damage to its roof or walls through which the rain, snow, sand or dust entered.
- (c) Smoke; aircraft or vehicles; riot or civil commotion; sprinkler leakage; elevator collision;
- (d) Breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse or molten material;
- (e) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment; or
- (f) Water or other means used to extinguish a fire.

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- (3) With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for:
 - (a) Loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business; or
 - (b) Any increase in loss resulting from an agreement between you and your customer or supplier.
 - (4) Except as specifically provided under A.2.d. "Fungus," Wet Rot, Dry Rot And Bacteria coverage, we will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment". Any "fungus," wet rot, dry rot or bacteria, including any presence, growth, proliferation, spread or any activity of "fungus," wet rot, dry rot or bacteria. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such "fungus," wet rot, dry rot or bacteria. However, this exclusion does not apply to spoilage of personal property that is "perishable goods," to the extent that such spoilage is covered under Spoilage coverage.
 - (5) Except as specifically provided under A.2.b., Data Restoration, or A.2.h., Resultant Damage to Animals, we will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment":
 - (a) Physical loss or damage to "animals";
 - (b) Loss, interruption or compromise of any research, test or study involving "animals"; or
 - (c) Loss of income or extra expense resulting from (a) or (b) above.
 - c. Exclusions b.(2)(a), b.(2)(b), b.(2)(c) and b.(2)(d) above shall not apply if:
 - (1) The excluded cause of loss occurs away from any covered location and causes an electrical surge or other electrical disturbance;
 - (2) Such surge or disturbance is transmitted through utility service transmission lines to the covered location and results in an "accident" or "electronic circuitry impairment"; and
 - (3) The loss, damage or expense caused by such surge or disturbance is not covered elsewhere under the policy.
 - d. Any cause of loss set forth in exclusion b.(2)(d) above that is not a Covered Cause of Loss in this coverage part shall be excluded only as respects Service Interruption coverage.
4. DEFINITIONS
- The following definitions are added with respect to this endorsement only:
- a. "Accident"
 - (1) "Accident" means a fortuitous event that causes direct physical damage to "covered equipment". The event must be one of the following:
 - (a) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - (b) Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - (c) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - (d) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - (e) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
 - (2) None of the following is an "accident":
 - (a) Defect, programming error, programming limitation, computer virus, malicious code,

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loss of "data", loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind; or

- (b) Misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.

However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident".

- b. "Animal" means any creature of the kingdom Animalia. This includes, but is not limited to amphibians, birds, fish, insects, mammals, reptiles, and worms.

- c. "Boilers and vessels" means:

- (1) Any boiler, including attached steam, condensate and feedwater piping; and
- (2) Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in the "schedule."

- d. "Cloud computing services" means professional, on-demand, self-service data storage or data processing services provided through the Internet or over telecommunications lines. This includes services known as IaaS (infrastructure as a service), PaaS (platform as a service), SaaS (software as a service) and NaaS (network as a service). This includes business models known as public clouds, community clouds and hybrid clouds. "Cloud computing services" include private clouds if such services are owned and operated by a third party.

- e. "Covered equipment"

- (1) "Covered equipment" means, unless otherwise specified in the "schedule," Covered Property:

- (a) That generates, transmits or utilizes energy; or
- (b) Which, during normal usage, operates under vacuum or

pressure, other than the weight of its contents.

"Covered equipment" may utilize conventional design and technology or new or newly commercialized design and technology.

- (2) None of the following is "covered equipment":

- (a) Structure, foundation, cabinet or compartment;
- (b) Insulating or refractory material;
- (c) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
- d) Water piping other than:
 - i. Boiler feedwater piping;
 - ii. Boiler condensate return piping; or
 - iii. Water piping forming a part of a refrigerating or air conditioning system;

- (e) "Vehicle" or any equipment mounted on a "vehicle";

- (f) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;

- (g) Dragline, excavation or construction equipment; or

- (h) Equipment manufactured by you for sale.

- f. "Data" means information or instructions stored in digital code capable of being processed by machinery.

- g. "Electronic circuitry" means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips and disk drives.

- h. "Electronic circuitry impairment"

- (1) "Electronic circuitry impairment" means a fortuitous event involving "electronic circuitry" within "covered equipment" that causes the "covered equipment" to suddenly lose its ability to function as it had been functioning immediately before such event. This definition is subject to the conditions specified in (2), (3) and (4) below.

- (2) We shall determine that the reasonable and appropriate remedy

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to restore such "covered equipment's" ability to function is the replacement of one or more "electronic circuitry" components of the "covered equipment".

- (3) The "covered equipment" must be owned or leased by you, or operated under your control.
- (4) None of the following is an "electronic circuitry impairment":
 - (a) Any condition that can be reasonably remedied by:
 - i. Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
 - ii. Rebooting, reloading or updating software or firmware; or
 - iii. Providing necessary power or supply.
 - (b) Any condition caused by or related to:
 - i. Incompatibility of the "covered equipment" with any software or equipment installed, introduced or networked within the prior 30 days; or
 - ii. Insufficient size, capability or capacity of the "covered equipment".
 - (c) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.
- i. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
- j. "Media" means material on which "data" is recorded, such as solid state drives, hard disks, optical disks, flash drives, magnetic tapes or floppy disks.
- k. "One equipment breakdown" means: If an initial "accident" or "electronic circuitry

impairment" causes other "accidents," or "electronic circuitry impairments", All "accidents" or "electronic circuitry impairments" that are the result of the same "accidents" or "electronic circuitry impairment" will be considered "one equipment breakdown."

- l. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
 - m. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus and any other equipment used exclusively with such machine or apparatus. However, "production machinery" does not mean any boiler, or fired or unfired pressure vessel.
- This term does not appear elsewhere in this endorsement, but may appear in the "schedule."
- n. "Schedule" means the Equipment Breakdown Coverage Schedule.
 - o. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to: car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."

- B. The Building and Personal Property Coverage Form, the Condominium Association Coverage Form and the Condominium Unit-Owners Coverage Form are modified as follows.

The definitions stated above also apply to section B. of this endorsement.

1. DEDUCTIBLE

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown in the "schedule" or Special Deductible Endorsement. If a separate Equipment Breakdown deductible is shown, the following applies.

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Only as regards Equipment Breakdown Coverage, provision D. DEDUCTIBLE is deleted and replaced with the following:

a. Deductibles for Each Coverage

- (1) Unless the "schedule" or Special Deductible Endorsement indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one equipment breakdown."
- (2) We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the "schedule" or Special Deductible Endorsement. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
- (3) If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one equipment breakdown," only the highest deductible for each coverage will apply.

b. Direct and Indirect Coverages

- (1) Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the "schedule" or Special Deductible Endorsement.
- (2) Unless more specifically indicated in the "schedule" or Special Deductible Endorsement":
 - (a) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
 - (b) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

c. Application of Deductibles

(1) Dollar Deductibles

We will not pay for loss, damage or expense resulting from any "one equipment breakdown" until the amount of loss, damage or expense exceeds the applicable Deductible shown in the "schedule" or Special Deductible Endorsement. We will

then pay the amount of loss, damage or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.

(2) Time Deductible

If a time deductible is shown in the "schedule" or Special Deductible Endorsement, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident" or "electronic circuitry impairment". If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

(3) Multiple of Average Daily Value (ADV)

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" or "electronic circuitry impairment" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or "electronic circuitry impairment" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration." The number indicated in the "schedule" or Special Deductible Endorsement will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

(4) Percentage of Loss Deductibles

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If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

2. CONDITIONS

- a. The following conditions are in addition to the Conditions in the Building and Personal Property Coverage Form, the Condominium Association Coverage Form, the Condominium Unit-Owners Coverage Form, the Commercial Property Conditions and the Common Policy Conditions.

(1) Suspension

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" or "electronic circuitry impairment" to that "covered equipment." This can be done by mailing or delivering a written notice of suspension to:

- (a) Your last known address; or
- (b) The address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment." If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

(2) Jurisdictional Inspections

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

(3) Coinsurance

If a coinsurance percentage is shown in the "schedule" for specified coverages, the following condition applies.

We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location.

(4) Other Equipment Breakdown Coverage

If at the time of loss or damage:

- (a) Coverage Form IM 7200, IM 7201, IM 7202 or IM 7203 is part of your policy, providing coverage for loss or damage to Covered Property caused by or resulting from an "accident," the coverage afforded by such coverage form for such loss or damage is replaced by the coverage afforded by this endorsement to the extent that coverage for such loss or damage is also afforded by this endorsement, subject to all of the terms of this endorsement.

- (b) Coverage is afforded under another coverage form or endorsement other than those listed in (1) above, for loss or damage caused by or resulting from an "accident," the coverage afforded by the other coverage form or endorsement shall be excess of coverage provided under this Equipment Breakdown Coverage.

- b. As respects this endorsement only, the Valuation Condition in the Building and Personal Property

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Coverage Form, the Condominium Association Coverage Form and the Condominium Unit-Owners Coverage is deleted and replaced with the following:

Valuation

We will determine the value of Covered Property as follows:

- (1) Except as specified otherwise, our payment for damaged Covered Property will be the smallest of:
 - (a) The cost to repair the damaged property;
 - (b) The cost to replace the damaged property on the same site; or
 - (c) The amount you actually spend that is necessary to repair or replace the damaged property.
- (2) The amount of our payment will be based on the most cost-effective means to replace the function, capacity and remaining useful life of the damaged property. This may include the use of generic, used or reconditioned parts, equipment or property.
- (3) Except as described in (4) below, you must pay the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- (4) Environmental, Safety and Efficiency Improvements

If "covered equipment" requires replacement due to an "accident" or "electronic circuitry impairment", we will pay your additional cost to replace with equipment that is better for the environment, safer for people or more energy or water efficient than the equipment being replaced. However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This provision does not apply to the replacement of component parts or to any property to which Actual Cash Value applies and does not increase any of the applicable limits.

- (5) The following property will be valued on an Actual Cash Value basis:

- (a) Any property that does not currently serve a useful or necessary function for you;
- (b) Any Covered Property that you do not repair or replace within 24 months after the date of the "accident" or "electronic circuitry impairment"; and
- (c) Any Covered Property for which Actual Cash Value coverage is specified in the "schedule",

Actual Cash Value includes deductions for depreciation.

- (6) If any one of the following conditions is met, property held for sale by you will be valued at the sales price as if no loss or damage had occurred, less any discounts and expenses that otherwise would have applied:
 - (a) The property was manufactured by you;
 - (b) The sales price of the property is less than the replacement cost of the property; or
 - (c) You are unable to replace the property before its anticipated sale.
- (7) Except as specifically provided for under Data Restoration coverage, "data" and "media" will be valued on the following basis:
 - (a) For mass-produced and commercially available software, at the replacement cost.
 - (b) For all other "data" and "media", at the cost of blank "media" for reproducing the records. We will not pay for "data" representing financial records based on the face value of such records.

The most we will pay for loss, damage or expense under this endorsement arising from any "one equipment breakdown" is the applicable Limit of Insurance in the Declarations unless otherwise shown in the "schedule." Coverage provided under this endorsement does not provide an additional amount of insurance.

All terms and conditions of this policy apply unless modified by this endorsement.

COMMERCIAL PROPERTY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN COVERAGE SCHEDULE

This schedule provides supplementary information to be used with the following:

EQUIPMENT BREAKDOWN COVERAGE (including Electronic Circuitry Impairment)

LIMITS

Equipment Breakdown Coverage is subject to the Limits of Insurance shown in the Declarations, unless otherwise shown below.

COVERAGES	LIMITS
Equipment Breakdown Limit	\$
Business Income	\$
Extra Expense	\$
Off Premises Equipment Breakdown	\$
Services Interruption	\$

SUBLIMITS

The following coverages are subject to the limits of Insurance shown in the Equipment Breakdown Coverage, unless otherwise shown below.

COVERAGES	SUBLIMITS
Data Restoration	\$
Expediting Expenses	\$
"Fungus", Wet Rot, Dry Rot and Bacteria	\$
Hazardous Substances	\$
Spoilage	\$
@ _____ % Coinsurance	

DEDUCTIBLES

Combined, All Coverages	\$
Direct Coverages	\$
Indirect Coverages	\$
	or _____ hrs.
	or _____ times ADV
Spoilage	\$
	or _____ % of loss, \$ _____ minimum

LOCATIONS NOT APPLICABLE

Equipment Breakdown Coverage applies to all locations covered on the policy, unless otherwise shown below.

<u>Location No.</u>	<u>Building No.</u>	<u>Address/Description</u>
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OTHER CONDITIONS

All terms and conditions of this policy apply unless modified by this endorsement.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PENNSYLVANIA CHANGES**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART

A. For insurance provided under the:

Capital Assets Program (Output Policy) Coverage Part
 Commercial Inland Marine Coverage Part
 Commercial Property Coverage Part
 Crime And Fidelity Coverage Part
 Equipment Breakdown Coverage Part

The **TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY** Common Policy Condition is replaced by the following:

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

If you die, this Coverage Part will remain in effect as provided in **1.** or **2.** below, whichever is later:

- 1.** For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
- 2.** Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

B. For insurance provided under the:

Capital Assets Program (Output Policy) Coverage Part

Commercial Inland Marine Coverage Part
 Commercial Property Coverage Part
 Farm Coverage Part

The following is added to the **LOSS PAYMENT** Loss Condition and supersedes any provision to the contrary:

NOTICE OF ACCEPTANCE OR DENIAL OF CLAIM

- 1.** Except as provided in **3.** below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

- a.** Accept your claim;
- b.** Deny your claim; or
- c.** Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

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2. If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial notice as provided in 1.c. above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.
3. The notice procedures in 1. and 2. above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The Cancellation Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

2. Cancellation Of Policies In Effect For Less Than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

3. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

a. You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

b. You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

c. A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

d. Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

IL 02 46 09 07

Page 1 of 2

IL 02 46 09 07

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

- 7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

B. The following are added and supersede any provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

2. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

All terms and conditions of this policy apply unless modified by this endorsement.

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IL 09 35 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1) Computer hardware, including micro-processors;
 - (2) Computer application software;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

All terms and conditions of this policy apply unless modified by this endorsement.

IL 09 52 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

All terms and conditions of this policy apply unless modified by this endorsement.

LI 09 95 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
 FARM COVERAGE PART
 STANDARD PROPERTY POLICY

SCHEDULE

The Exception Covering Certain Fire Losses (Paragraph D.) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:	
State(s)	Coverage Form, Coverage Part Or Policy
Arizona, California, Georgia, Idaho, Illinois, Iowa, Missouri, North Carolina, North Dakota, Oregon, Virginia, Washington, West Virginia, Wisconsin	Commercial Property Coverage Part
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

- a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or

LI 09 95 01 07

ACP CPPK 3056474267

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INSURED COPY

Page 1 of 3

34 0000343

00103

Case ID: 210700926

LI 09 95 01 07

- b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
 - 2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
 - 3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- B.** The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

- 1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

LI 09 95 01 07

5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **C.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

D. Exception Covering Certain Fire Losses

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

E. Application Of Other Exclusions

1. When the Exclusion Of Terrorism applies in accordance with the terms of **C.1.** or **C.2.**, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

All terms and conditions of this policy apply unless modified by this endorsement.

EXHIBIT B

***ALLISON & RICKARDS,
ATTORNEYS AT LAW, LLC***

102 W. Penn Street
Suite 1
Bedford, PA 15522

Bradley D. Allison, Esquire
Girard E. Rickards, Esquire *

Telephone No. (814) 623-7566
Fax No. (814) 623-7367

*Certified Civil Trial Specialist
National Board of Trial Advocacy

www.bedfordinjurylaw.com

August 15, 2019

VIA EMAIL TO: MATTHJ11@Nationwide.com

Mr. John D. Matthews, AIC
Nationwide Property & Casualty Insurance Company
P.O. Box 182068
Columbus, OH 43218-2068

RE: Insured: Washington Street, LLC
Claim No. 296858-GJ
Loss Date: July 14, 2019

Dear Mr. Matthews:

Our office has been retained to represent Washington Street, LLC in connection with its fire loss of July 14, 2019. I am writing to inquire about the status of your investigation of the loss and your estimated completion date. I saw some photos of the property and they show significant damage to the structure. I also noticed that sections of the building have been left exposed to the weather. I look forward to hearing from you.

Sincerely,



Girard E. Rickards

EXHIBIT C

***ALLISON & RICKARDS,
ATTORNEYS AT LAW, LLC***

102 W. Penn Street
Suite 1
Bedford, PA 15522

Bradley D. Allison, Esquire
Girard E. Rickards, Esquire *

Telephone No. (814) 623-7566
Fax No. (814) 623-7367

*Certified Civil Trial Specialist
National Board of Trial Advocacy

www.bedfordinjurylaw.com

August 15, 2019

VIA EMAIL ONLY TO: PayneS7@Nationwide.com

Steven J. Payne, Esquire
Nationwide Trial Division
1601 Market Street, Suite 1040
Philadelphia, PA 19103

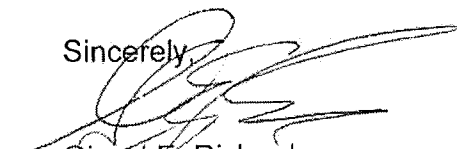
RE: Insured: Washington Street, LLC
Claim No. 296858-GJ-GC
Loss Date: July 14, 2019
Your File: 19-012079

Dear Mr. Payne:

Our office has been retained to represent Washington Street, LLC in connection with its fire loss of July 14, 2019. The building has neither been repaired nor demolished. My client is losing uninsured rental income of approximately four thousand three hundred fifty dollars (\$4,350.00) per month.

We will gladly cooperate in your subrogation pursuit. However, please refrain from taking action that will prejudice my client's ability to recover its uninsured losses. Thank you.

Sincerely,


Girard E. Rickards

Cc: Client

EXHIBIT D

08/26/2019 MON 12:08

iR-ADV 530

001

 *** TX REPORT ***

JOB NO. 0695
 ST. TIME 08/26 12:08
 SHEETS 2
 FILE NAME
 TX INCOMPLETE -----
 TRANSACTION OK \\192.168.0.60\users
 ERROR -----

Gerry

***ALLISON & RICKARDS,
 ATTORNEYS AT LAW, LLC***

102 W. Penn Street
 Suite 1
 Bedford, PA 15522

Bradley D. Allison, Esquire
 Girard E. Rickards, Esquire *

Telephone No. (814) 623-7566
 Fax No. (814) 623-7367

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 National Board of Trial Advocacy

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August 26, 2019

VIA EMAIL TO: MATTHJ11@Nationwide.com

Mr. John D. Matthews, AIC
 Nationwide Property & Casualty Insurance Company
 P.O. Box 182068
 Columbus, OH 43218-2068

RE: Insured: Washington Street, LLC
 Claim No. 296858-GJ
 Loss Date: July 14, 2019

Dear Mr. Matthews:

I met with Ruth Jones this morning to discuss her frustration with the situation of her company's Chambersburg building. The fire happened six weeks ago. You have twice promised my client that you would be conveying "figures" – once upon the return from your vacation during the week of August 4, 2019 and once last week. She understood that to mean an offer to resolve her fire loss was forthcoming. To date no figures have been conveyed. You have also not communicated whether Nationwide considers the fire to be a total loss or if the building can be repaired. My client is losing four thousand three hundred and fifty dollars (\$4,350.00) per month in uninsured lost rental income. Frustration with the pace of your handling of this claim is growing.

Black mold is growing in the building from water intrusion as the damaged roof remains uncovered. This makes me question whether you have not already determined

00111

Case ID: 210700926

***ALLISON & RICKARDS,
ATTORNEYS AT LAW, LLC***

102 W. Penn Street
Suite 1
Bedford, PA 15522

Bradley D. Allison, Esquire
Girard E. Rickards, Esquire *

Telephone No. (814) 623-7566
Fax No. (814) 623-7367

*Certified Civil Trial Specialist
National Board of Trial Advocacy

www.bedfordinjurylaw.com

August 26, 2019

VIA EMAIL TO: MATTHJ11@Nationwide.com
Mr. John D. Matthews, AIC
Nationwide Property & Casualty Insurance Company
P.O. Box 182068
Columbus, OH 43218-2068

RE: Insured: Washington Street, LLC
Claim No. 296858-GJ
Loss Date: July 14, 2019

Dear Mr. Matthews:

I met with Ruth Jones this morning to discuss her frustration with the situation of her company's Chambersburg building. The fire happened six weeks ago. You have twice promised my client that you would be conveying "figures" – once upon the return from your vacation during the week of August 4, 2019 and once last week. She understood that to mean an offer to resolve her fire loss was forthcoming. To date no figures have been conveyed. You have also not communicated whether Nationwide considers the fire to be a total loss or if the building can be repaired. My client is losing four thousand three hundred and fifty dollars (\$4,350.00) per month in uninsured lost rental income. Frustration with the pace of your handling of this claim is growing.

Black mold is growing in the building from water intrusion as the damaged roof remains uncovered. This makes me question whether you have not already determined that the building is a total loss.

On July 14, 2019 you told Dr. Jones that you would take care of everything. You also informed her that you would have a crew retrieve the tenants' belongings from the building and make arrangements for the tenants to get them without going into the damaged building. Recently your fire investigator simply called the tenants and told them that they could go into the building and get their belongings. The building is not safe to have tenants going into it.

August 26, 2019 Letter to Mr. John Matthews Page 2

I have instructed my client to give the tenants your contact information to arrange to have their belongings brought out of the building for them. I hope you will conclude your investigation and evaluation of this claim very soon. I look forward to hearing from you.

Sincerely,


Girard E. Rickards

Cc: Client
Gary D. Shetter, Jr., LUTCF

EXHIBIT E

8/26/2019

296858-GJ Washington St. LLC

From: John Matthews <MATTHJ11@nationwide.com>

To: Allison & Ricards <gerickards@aol.com>

Subject: 296858-GJ Washington St. LLC

Date: Mon, Aug 26, 2019 2:27 pm

Mr. Rickards,

I have read your letter of today regarding the frustration of our member.

I have tried to get this estimate together and have it reviewed for an initial payment.

The fact is it is a large building and although I have spent days estimating, it has been a slow process. I thought I would have it completed last Thursday but with the heat I was not able to do so.

There is a whole in the roof but the interior of the building is as damaged as it potentially could be. My estimate is for the complete removal of the interior finishes, cabinetry etc. If you have been in the building you can understand that it has many finishes and trim. Some of which is in layers. Each room is custom and has to be evaluated independently.

I did convey to Dr. Jones that I would be handling the loss, I did not advise we would be doing anything with the tenants personal property. It is not covered. At the time, the building was not deemed unsafe only that it could not be entered due to the investigation. We could not enter the building for 10 days. We discussed the matter with her property manager and they were to advise tenants to collect their property.

I did engage an engineer at the request of Dr. Jones. Since that time I noted that the building was declared unsafe. This was new information to me upon my inspections last week.

I should have the estimate up to my manager for review and approval tomorrow. Once that is completed I can send a copy to you and Dr. Jones.

Can I contact Dr. Jones or will you relay this information to her?

John Matthews
Nationwide Property & Casualty Insurance Company
Claims Spec III, Coml Property
P.O. Box 182068
Columbus, OH 43218-2068
(Work) 410-279-4856
(Cell) 410-279-4856
(Fax) 866-402-6313
MATTHJ11@nationwide.com

EXHIBIT F

9/3/2019

296858-GJ Estimate of repairs.

From: John Matthews <MATTHJ11@nationwide.com>

To: Allison & Ricards <gerickards@aol.com>

Subject: 296858-GJ Estimate of repairs.

Date: Tue, Sep 3, 2019 2:55 pm

Attachments: updated estimate.pdf (470K)

Gerry,

Attached you will find the estimate of repairs for the building owned by Dr. Ruth Jones.

As discussed, the estimate is for the bulk of repairs. There are a number of open items pending quotes from qualified contractors.

As you can see the estimate is far short of the policy limit of \$854,700. As repairs progress, any additional damages found will be paid as a supplement to the initial payment of \$376,342.95.

Please let me know if you have any questions.

John Matthews
Nationwide Property & Casualty Insurance Company
Claims Spec III, Coml Property
P.O. Box 182068
Columbus, OH 43218-2068
(Work) 410-279-4856
(Cell) 410-279-4856
(Fax) 866-402-6313
MATTHJ11@nationwide.com

EXHIBIT G

***ALLISON & RICKARDS,
ATTORNEYS AT LAW, LLC***

102 W. Penn Street
Suite 1
Bedford, PA 15522

Bradley D. Allison, Esquire
Girard E. Rickards, Esquire *

Telephone No. (814) 623-7566
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National Board of Trial Advocacy

www.bedfordinjurylaw.com

September 18, 2019

Mr. John D. Matthews, AIC
Nationwide Property & Casualty Insurance Company
P.O. Box 182068
Columbus, OH 43218-2068

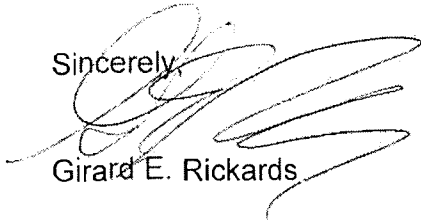
RE: Insured: Washington Street, LLC
Claim No. 296858-GJ
Loss Date: July 14, 2019

Dear Mr. Matthews:

My client received two checks in the same amount that I understand represent a partial payment for her loss. Enclosed is check no. 14008493 that I am returning. I understood from our last conversation that you were unable to assess the damage to the HVAC and electrical partly because you were unable to get into the basement. The basement is accessible now.

Please keep me advised of your efforts to complete your evaluation. Thank you.

Sincerely,


Girard E. Rickards

Enclosure

Cc: Client
Gary D. Shetter, Jr., LUTCF



Nationwide Insurance
PO BOX 182166
COLUMBUS, OH 43218-2166
1-800-421-3535

Policy Holder: WASHINGTON STREET LLC
Policy Number: ACP CPPK3056474267
Contract Number:

Claim Key: 296858-GJ
Check Number: 14008493
Check Issued: 09-03-2019 matthj11

Below Check Covers Items Indicated

Company: NATIONWIDE PROPERTY & CASUALTY INSURANCE COMPANY

Payment of \$376342.95 for Commercial Property is being paid under the Special Form - Building coverage. For undisputed ACV of repairs to building.

Memo: Claim 296858-GJ

If you have questions about this check please contact John Matthews 410-279-4856

Claimant Name: WASHINGTON STREET LLC

07124006790017



Detach Stub Before Cashing And Keep For Your Record

G-2002-2D (3/16)

THIS IS WATERMARKED PAPER - HOLD TO LIGHT TO VERIFY WATERMARK

Nationwide Insurance
PO BOX 182166
COLUMBUS, OH 43218-2166
1-800-421-3535



Check No: 14008493
Date: 09-03-2019
Void If Not Cashed Within 180 Days
Ref: 296858-GJ
14008493

56-1544
441

PAY
EXACTLY

****THREE HUNDRED SEVENTY -SIX THOUSAND THREE HUNDRED FORTY -TWO AND 95/100 DOLLARS****

Pay
To The
Order
Of

WASHINGTON STREET LLC
342 S RICHARD ST
BEDFORD PA 15522

\$*376,342.95*

JPMorgan Chase Bank, N.A.
Columbus, OH

Authorized Signature

14008493 0044115443 09120 976485235

Case ID: 210700926

EXHIBIT H

***ALLISON & RICKARDS,
ATTORNEYS AT LAW, LLC***

102 W. Penn Street
Suite 1
Bedford, PA 15522

Bradley D. Allison, Esquire
Girard E. Rickards, Esquire *

Telephone No. (814) 623-7566
Fax No. (814) 623-7367

*Certified Civil Trial Specialist
National Board of Trial Advocacy

www.bedfordinjurylaw.com

October 10, 2019

VIA EMAIL TO: MATTHJ11@Nationwide.com
Mr. John D. Matthews, AIC
Nationwide Property & Casualty Insurance Company
P.O. Box 182068
Columbus, OH 43218-2068

RE: Insured: Washington Street, LLC
Claim No. 296858-GJ
Loss Date: July 14, 2019

Dear Mr. Matthews:

Attached are estimates for the HVAC and electrical repair, mold remediation, roof repair, masonry, and partial demolition work.

The last time we spoke, you indicated that you needed to obtain estimates for the HVAC and electrical work. Please let me know when we should anticipate the completion of your evaluation. Rapid Mold Removal's expert informed my client that nobody should be in the building without a respirator and hazmat suit due to the mold proliferation.

Sincerely,



Girard E. Rickards

Enclosures: Complete Construction Services
Rapid Mold Removal, LLC
George Beckett & Sons, LLC
William Fisher, Mason
ServePro (2)

Cc: Client
Gary D. Shetter, Jr., LUTCF

EXHIBIT I

11/4/2020

RE: Re: 296858-GJ Washington St. LLC

From: MATTHJ11@nationwide.com,
To: gerickards@aol.com,
Subject: RE: Re: 296858-GJ Washington St. LLC
Date: Fri, Oct 11, 2019 11:51 am

Attachments:

Mr. Rickards,

I am reviewing the information and will get back to you middle of next week

John



John D. Matthews, AIC

Commercial Claims Specialist

Proud Nationwide Member

Commercial Claims Northeast

410.279.4856

matthj11@nationwide.com

#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC

Nationwide Insurance Company

PO Box 182068

EXHIBIT J

11/4/2020

RE: Re: 296858-GJ Washington St. LLC

From: MATTHJ11@nationwide.com,
To: gerickards@aol.com,
Subject: RE: Re: 296858-GJ Washington St. LLC
Date: Fri, Oct 11, 2019 1:40 pm

Attachments:

I meant to reply back to your earlier message.

I am reviewing the information and should be getting back to you by middle of next week.

John.



John D. Matthews, AIC

Commercial Claims Specialist

Proud Nationwide Member

Commercial Claims Northeast

410.279.4856

matthj11@nationwide.com

#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC

Nationwide Insurance Company

PO Box 182068

Columbus, Ohio 43218-2068

Cell: 410.279.4856 Fax: 866.402.6313

From: Girard Rickards <gerickards@aol.com>
Sent: Friday, October 11, 2019 1:39 PM

11/4/2020

RE: Re: 296858-GJ Washington St. LLC

To: Matthews, John <MATTHJ11@nationwide.com>
Subject: [EXTERNAL] Re: 296858-GJ Washington St. LLC

Nationwide Information Security Warning: This is an external email. Do not click on links or open attachments unless you trust the sender.

John:

Attached is the engineer's proposal for getting permits, etc for the repairs.

I should have an asbestos removal estimate for you early next week.

Gerry

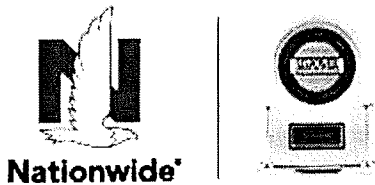
-----Original Message-----

From: Matthews, John <MATTHJ11@nationwide.com>
To: Girard Rickards <gerickards@aol.com>
Sent: Fri, Oct 11, 2019 11:51 am
Subject: RE: Re: 296858-GJ Washington St. LLC

Mr. Rickards,

I am reviewing the information and will get back to you middle of next week

John



John D. Matthews, AIC

Commercial Claims Specialist

Proud Nationwide Member

Commercial Claims Northeast

410.279.4856

matthj11@nationwide.com

#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC

Nationwide Insurance Company

PO Box 182068

Columbus, Ohio 43218-2068

Cell: 410.279.4856 Fax: 866.402.6313

11/4/2020

RE: Re: 296858-GJ Washington St. LLC

From: Girard Rickards <gerickards@aol.com>
Sent: Thursday, October 10, 2019 12:06 PM
To: Matthews, John <MATTHJ11@nationwide.com>
Subject: [EXTERNAL] Re: 296858-GJ Washington St. LLC

Nationwide Information Security Warning: This is an external email. Do not click on links or open attachments unless you trust the sender.

Mr. Matthews:

See attached correspondence and estimates.

Gerry Rickards

-----Original Message-----

From: John Matthews <MATTHJ11@nationwide.com>
To: Allison & Ricards <gerickards@aol.com>
Sent: Mon, Aug 26, 2019 2:27 pm
Subject: 296858-GJ Washington St. LLC

Mr. Rickards,

I have read your letter of today regarding the frustration of our member.

I have tried to get this estimate together and have it reviewed for an initial payment.

The fact is it is a large building and although I have spent days estimating, it has been a slow process. I thought I would have it completed last Thursday but with the heat I was not able to do so.

There is a whole in the roof but the interior of the building is as damaged as it potentially could be. My estimate is for the complete removal of the interior finishes, cabinetry etc. If you have been in the building you can understand that it has many finishes and trim. Some of which is in layers. Each room is custom and has to be evaluated Independently.

I did convey to Dr. Jones, that I would be handling the loss, I did not advise we would be doing anything with the tenants personal property. It is not covered. At the time, the building was not deemed unsafe only that it could not be entered due to the investigation. We could not enter the building for 10 days. We discussed the matter with her property manager and they were to advise tenants to collect their property.

I did engage an engineer at the request of Dr. Jones. Since that time I noted that the building was declared unsafe. This was new information to me upon my inspections last week.

I should have the estimate up to my manager for review and approval tomorrow. Once that is completed I can send a copy to you and Dr. Jones.

Can I contact Dr. Jones or will you relay this information to her?

John Matthews
 Nationwide Property & Casualty Insurance Company
 Claims Spec III, Coml Property
 P.O. Box 182068
 Columbus, OH 43218-2068
 (Work) 410-279-4856
 (Cell) 410-279-4856
 (Fax) 866-402-6313
MATTHJ11@nationwide.com

EXHIBIT K

11/4/2020

Re: 296858-GJ Washington St. LLC

From: gerickards@aol.com,
To: MATTHJ11@nationwide.com,
Subject: Re: 296858-GJ Washington St. LLC
Date: Tue, Oct 15, 2019 11:08 am
Attachments: asbestos estimate.pdf (1036K)

John:

As promised, the estimate for asbestos removal is attached.

Gerry

-----Original Message-----

From: Matthews, John <MATTHJ11@nationwide.com>
To: Girard Rickards <gerickards@aol.com>
Sent: Fri, Oct 11, 2019 1:41 pm
Subject: RE: Re: 296858-GJ Washington St. LLC

I meant to reply back to your earlier message.

I am reviewing the information and should be getting back to you by middle of next week.

John.



John D. Matthews, AIC
Commercial Claims Specialist
Proud Nationwide Member
Commercial Claims Northeast
410.279.4856
matthj11@nationwide.com

#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC
Nationwide Insurance Company
PO Box 182068
Columbus, Ohio 43218-2068
Cell: 410.279.4856 Fax: 866.402.6313

From: Girard Rickards <gerickards@aol.com>
Sent: Friday, October 11, 2019 1:39 PM
To: Matthews, John <MATTHJ11@nationwide.com>
Subject: [EXTERNAL] Re: 296858-GJ Washington St. LLC

Nationwide Information Security Warning: This is an external email. Do not click on links or open attachments unless you trust the sender.

John:

Attached is the engineer's proposal for getting permits, etc for the repairs.
I should have an asbestos removal estimate for you early next week.

Gerry

11/4/2020

RE: Re: 296858-GJ Washington St. LLC

Columbus, Ohio 43218-2068

Cell: 410.279.4856 Fax: 866.402.6313

From: Girard Rickards <gerickards@aol.com>
Sent: Thursday, October 10, 2019 12:06 PM
To: Matthews, John <MATTHJ11@nationwide.com>
Subject: [EXTERNAL] Re: 296858-GJ Washington St. LLC

Nationwide Information Security Warning: This is an external email. Do not click on links or open attachments unless you trust the sender.

Mr. Matthews:

See attached correspondence and estimates.

Gerry Rickards

-----Original Message-----

From: John Matthews <MATTHJ11@nationwide.com>
To: Allison & Ricards <gerickards@aol.com>
Sent: Mon, Aug 26, 2019 2:27 pm
Subject: 296858-GJ Washington St. LLC

Mr. Rickards,

I have read your letter of today regarding the frustration of our member.

I have tried to get this estimate together and have it reviewed for an initial payment.

The fact is it is a large building and although I have spent days estimating, it has been a slow process. I thought I would have it completed last Thursday but with the heat I was not able to do so.

There is a whole in the roof but the interior of the building is as damaged as it potentially could be. My estimate is for the complete removal of the interior finishes, cabinetry etc. If you have been in the building you can understand that it has many finishes and trim. Some of which is in layers. Each room is custom and has to be evaluated independently.

I did convey to Dr. Jones, that I would be handling the loss, I did not advise we would be doing anything with the tenants personal property. It is not covered. At the time, the building was not deemed unsafe only that it could not be entered due to the investigation. We could not enter the building for 10 days. We discussed the matter with her property manager and they were to advise tenants to collect their property.

I did engage an engineer at the request of Dr. Jones. Since that time I noted that the building was declared unsafe. This was new information to me upon my inspections last week.

I should have the estimate up to my manager for review and approval tomorrow. Once that is completed I can send a copy to you and Dr. Jones.

Can I contact Dr. Jones or will you relay this information to her?

John Matthews

11/4/2020

RE: Re: 296858-GJ Washington St. LLC

Nationwide Property & Casualty Insurance Company
Claims Spec III, Coml Property
P.O. Box 182068
Columbus, OH 43218-2068
(Work) 410-279-4856
(Cell) 410-279-4856
(Fax) 866-402-6313
MATTHJ11@nationwide.com

EXHIBIT L

11/4/2020

RE: Re: 296858-GJ Washington St. LLC

From: MATTHJ11@nationwide.com,
To: gerickards@aol.com,
Subject: RE: Re: 296858-GJ Washington St. LLC
Date: Thu, Oct 17, 2019 1:30 pm

Attachments:

Mr. Rickards,

I am still evaluating the information that you have provide. Unfortantely, I won't be able to give you Nationwides position on this until beginning of next week.

I have been out in the field and need to get approval on supplements prior to send you over the revised claim totals. Once this is completed you will hear back from immediately.

John.

John D. Matthews, AIC

Commercial Claims Specialist

Proud Nationwide Member

Commercial Claims Northeast

410.279.4856

matthj11@nationwide.com



#1 In Customer Satisfaction With Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC

Nationwide Insurance Company

PO Box 182068

Columbus, Ohio 43218-2068

Cell: 410.279.4856 Fax: 866.402.6313

EXHIBIT M

Ruth Jones Claim #296858-GJ

Shetter Jr, Gary

Thu 10/17/2019 1:18 PM

To: Matthews, John <MATTHJ11@nationwide.com>

John, Had to call Ruth the other day regarding another property of her's I have insured which of course led to a lengthy conversation regarding this claim. John, at what point would we consider this a total loss and just pay the claim and move on? I've also received copy of letter from her attorney after sending you the estimates. From what she explained to me we are over an additional \$400k in masonry, HVAC, Electrical & Plumbing. Those totals would bring us to over \$700k in total claim pmt. On top of that, Ruth isn't very comfortable with the mold remediation. I know we have to trust Rapid Mold or Servpro or whoever says they can do this but I wonder what happens should mold develop after the repairs are made. You, Ruth and other's involved have spent a whole lot of time just getting to this point. I forsee a lot of additional hours being invested as we move through the process of repair and with that being said I wonder what additional costs we'll get into as we find hidden damage or problems as we work through the repair. Your estimate of course if very extensive but honestly John it is difficult to dissect items such as a total for roof repair, etc. Ruth's roofing contractor gave her an initial bid of \$95k. I know those numbers are reflected in your estimate but it's difficult to figure how your total would correspond with her's. It's already been 3 months since the loss and now winter is quickly approaching which probably means delays in work and progress. I just wonder if it would be to our benefit and Ruth's to just pay her for the total loss and move on. That way she can demo the building and start over which in my mind would be much easier for all involved. Based on the damage I figured this would be a total loss from the beginning and I'm afraid we will end up spending the same amount of money in the end and have an unsatisfactory building and un happy customer in the end. I appreciate your thoughts and look forward to hearing from you. Thanks, Gary

EXHIBIT N

RE: Ruth Jones Claim #296858-GJ

Matthews, John <MATTHJ11@nationwide.com>

Thu 10/17/2019 1:57 PM

To: Shetter Jr, Gary <SHETTEG1@nationwide.com>

Gary,

What you have are valid arguments. I am still working on reconcile what was received and what I had estimated. The bottom line is unless the total amount exceeds the policy limit, I have not seen us deem a building a total loss.

I am still verifying the amounts that Mr. Rickards sent to me. I hope to bring resolution next week.

John



John D. Matthews, AIC
Commercial Claims Specialist
Proud Nationwide Member
Commercial Claims Northeast
410.279.4856
matthj11@nationwide.com

#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC
Nationwide Insurance Company
PO Box 182068
Columbus, Ohio 43218-2068
Cell: 410.279.4856 Fax: 866.402.6313

From: Shetter Jr, Gary
Sent: Thursday, October 17, 2019 1:18 PM
To: Matthews, John <MATTHJ11@nationwide.com>
Subject: Ruth Jones Claim #296858-GJ

John, Had to call Ruth the other day regarding another property of her's I have insured which of course led to a lengthy conversation regarding this claim. John, at what point would we consider this a total loss and just pay the claim and move on? I've also received copy of letter from her attorney after sending you the estimates. From what she explained to me we are over an additional \$400k in masonry, HVAC, Electrical & Plumbing. Those totals would bring us to over \$700k in total claim pmt. On top of that, Ruth isn't very comfortable with the mold remediation. I know we have to trust Rapid Mold or Servpro or whoever says they can do this but I wonder what happens should mold develop after the repairs are made. You, Ruth and other's involved have spent a whole lot of time just getting to this point. I forsee a lot of additional hours being invested as we move through the process of repair and with that being said I wonder what additional costs we'll get into as we find hidden damage or problems as we work through the repair. Your estimate of course if very extensive but honestly John it is difficult to dissect items such as a total for roof repair, etc. Ruth's roofing contractor gave her an initial bid of \$95k. I know those numbers are reflected in your estimate but it's difficult to figure how your total would correspond with her's. It's already been 3 months since the loss and now winter is quickly approaching which probably means delays in work and progress. I just wonder if it would be to our benefit and Ruth's to just pay her for the total loss and move on. That way she can demo the

EXHIBIT O

11/4/2020

Re: 296858-GJ Washington St. LLC

From: gerickards@aol.com,
To: MATTHJ11@nationwide.com,
Subject: Re: 296858-GJ Washington St. LLC
Date: Thu, Oct 24, 2019 3:02 pm

Attachments:

John:

Do you have any updates for me? My client is anxious to get this wrapped up.

Gerry Rickards

-----Original Message-----

From: Matthews, John <MATTHJ11@nationwide.com>
To: Girard Rickards <gerickards@aol.com>
Sent: Thu, Oct 17, 2019 1:30 pm
Subject: RE: Re: 296858-GJ Washington St. LLC

Mr. Rickards,

I am still evaluating the information that you have provide. Unfortantely, I won't be able to give you Nationwides position on this until beginning of next week.

I have been out in the field and need to get approval on supplements prior to send you over the revised claim totals. Once this is completed you will hear back from immediately.

John.



John D. Matthews, AIC
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Proud Nationwide Member
Commercial Claims Northeast
410.279.4856
matthj11@nationwide.com

#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC
Nationwide Insurance Company
PO Box 182068
Columbus, Ohio 43218-2068
Cell: 410.279.4856 Fax: 866.402.6313

From: Girard Rickards <gerickards@aol.com>
Sent: Tuesday, October 15, 2019 11:09 AM
To: Matthews, John <MATTHJ11@nationwide.com>
Subject: [EXTERNAL] Re: 296858-GJ Washington St. LLC

Nationwide Information Security Warning: This is an external email. Do not click on links or open attachments unless you trust the sender.

John:

As promised, the estimate for asbestos removal is attached.

EXHIBIT P

11/4/2020

Re: Nationwide Insurance Claim Complaint

From: gerickards@aol.com,
To: rjonesdo@aol.com,
Subject: Re: Nationwide Insurance Claim Complaint
Date: Tue, Oct 29, 2019 4:08 pm

Ruth:

It is my understanding that Washington Street, LLC is the insured. You should rephrase to indicate that you are the sole owner of the insured.

Other than that, I don't see any issues.

Gerry

-----Original Message-----

From: rjonesdo <rjonesdo@aol.com>
To: gerickards <gerickards@aol.com>
Sent: Tue, Oct 29, 2019 10:57 am
Subject: Nationwide Insurance Claim Complaint

Pamelarn Austin
Commonwealth of Pennsylvania Insurance Department
Bureau of Consumer Services

Complaint ID No: 19-116-240361

Ms Austin:

I am again writing to you concerning the above complaint about which we have spoken previously. This is concerning a fire which happened on July 14, 2019 in Chambersburg PA. I, Ruth Jones am the insured and the insurance company is Nationwide Property and Casualty Insurance Company.

At that time, in August, Nationwide did render a partial payment. This check was dated September 4 th. This was stated to NOT include any payment for electric, plumbing, HVAC, or masonary. It also did not include asbestos remediation nor engineering requirements in order to restore the property to a pre fire condition.

Since that time, I have heard no further estimates from Nationwide. I went on my own to get estimates for the above mentioned services and have provided those written estimates to the adjuster, John Matthews. Since providing him with the documentation, I have again heard only empty promises of he will review them and get back to me next week. When next week arrives, another excuse is provided as to why he has not looked at the estimates. He has stated that he has been too busy with other claims and also he has been too busy in the field to provide any attention to my claim.

This building is in downtown Chambersburg and thus far the Borough has been very patient and tolerant that nothing is happening with the building. I am very concerned as to how long this patience will last and frankly I do not blame them if they do loose that patience. Also winter is approaching and this will make cleanup and construction more difficult.

I feel that since we are now 15 weeks post fire this needs to be settled as soon as possible. I am once again extremely frustrated with this entire process. I have been a loyal customer of Nationwide Insurance for the past 42 years, with multiple property and policies and have been very prompt with all premium payments.

Thank you for your attention to this matter.

Ruth Jones

EXHIBIT Q

11/4/2020

RE: Re: 296858-GJ Washington St. LLC

From: MATTHJ11@nationwide.com,
To: gerickards@aol.com,
Subject: RE: Re: 296858-GJ Washington St. LLC
Date: Wed, Nov 6, 2019 8:13 am

Attachments:

Mr Rickards,

I have made revisions to my estimate based on some of the information you have provide. I don't know if you meant for me to review of the estimates collectively as the total cost of rebuild or as examples of costs you have been given.

I should point out that several of the estimates overlap and would need to be compared against each other and duplicate work removed.

I am currently requesting authority for the revisions of my estimate to be approved and a supplement sent to you.

John.

John D. Matthews, AIC

Commercial Claims Specialist

Proud Nationwide Member

Commercial Claims Northeast

410.279.4856

matthj11@nationwide.com



#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC

Nationwide Insurance Company

PO Box 182068

EXHIBIT R

11/4/2020

296858-GJ Building Consultant

From: MATTHJ11@nationwide.com,
To: gerickards@aol.com,
Subject: 296858-GJ Building Consultant
Date: Thu, Nov 14, 2019 10:45 am

Mr. Rickards,

Having reviewed the subcontracted invoices and in order expedite a resolution on the cost of building repairs, I have enlisted the aid of a building consultant.

His name is Craig McConnell of Reynolds Restoration. He is up to speed on the issues with the building and the repairs necessary.

They are a large contractor who operate in the area of this loss. I engaged Mr. McConell but did not tell him to contact you immediately upon the assignment.

He is to reach out to you today.

John Matthews
Nationwide Property & Casualty Insurance Company
Claims Spec III, Coml Property
P.O. Box 182068
Columbus, OH 43218-2068
(Work) 410-279-4856
(Cell) 410-279-4856
(Fax) 866-402-6313
MATTHJ11@nationwide.com

EXHIBIT S

11/4/2020

Re: 296858-GJ Building Consultant

From: gerickards@aol.com,
To: MATTHJ11@nationwide.com,
Subject: Re: 296858-GJ Building Consultant
Date: Tue, Dec 3, 2019 2:22 pm

Mr. Matthews:

Please let me know if you have heard back from Mr. McConnell. I trust that he was able to inspect the property successfully.

Gerry Rickards

-----Original Message-----

From: John Matthews <MATTHJ11@nationwide.com>
To: Allison & Ricards <gerickards@aol.com>
Sent: Thu, Nov 14, 2019 10:45 am
Subject: 296858-GJ Building Consultant

Mr. Rickards,

Having reviewed the subcontracted invoices and in order expedite a resolution on the cost of building repairs, I have enlisted the aid of a building consultant.

His name is Craig McConnell of Reynolds Restoration. He is up to speed on the issues with the building and the repairs necessary.

They are a large contractor who operate in the area of this loss. I engaged Mr. McConell but did not tell him to contact you immediately upon the assignment.

He is to reach out to you today.

John Matthews
Nationwide Property & Casualty Insurance Company
Claims Spec III, Coml Property
P.O. Box 182068
Columbus, OH 43218-2068
(Work) 410-279-4856
(Cell) 410-279-4856
(Fax) 866-402-6313
MATTHJ11@nationwide.com

EXHIBIT T

11/4/2020

RE: Re: 296858-GJ Building Consultant

From: MATTHJ11@nationwide.com,
To: gerickards@aol.com,
Subject: RE: Re: 296858-GJ Building Consultant
Date: Wed, Dec 11, 2019 2:36 pm

Attachments:

Mr. Rickards,

I spoke to Craig McConnell on Monday and he advised he was still awaiting sub bid from mason. I still don't have anything as of this afternoon.

I will email him and see if I can get an update on the status of his estimation work.

John.



John D. Matthews, AIC

Commercial Claims Specialist

Proud Nationwide Member

Commercial Claims Northeast

410.279.4856

matthj11@nationwide.com

#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC

EXHIBIT U

11/4/2020

Washington St. LLC update

From: MATTHJ11@nationwide.com,
To: gerickards@aol.com,
Subject: Washington St. LLC update
Date: Thu, Dec 12, 2019 4:51 pm

Attachments:

Mr. Rickards,

I followed up with Craig McConnell. It appears he is out of the office until Monday. I will follow up with him again then.

John.



John D. Matthews, AIC

Commercial Claims Specialist

Proud Nationwide Member

Commercial Claims Northeast

410.279.4856

matthj11@nationwide.com

#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC

Nationwide Insurance Company

PO Box 182068

Columbus, Ohio 43218-2068

Cell: 410.279.4856 Fax: 866.402.6313

EXHIBIT V

11/4/2020

Re: Washington St. LLC update

From: gerickards@aol.com,
To: MATTHJ11@nationwide.com,
Subject: Re: Washington St. LLC update
Date: Thu, Dec 19, 2019 11:49 am

Attachments:

Mr. Matthews:

What did you learn from Craig McConnell on Monday? Its now Thursday and I have heard nothing.
Thank you.

Gerry Rickards

-----Original Message-----

From: Matthews, John <MATTHJ11@nationwide.com>
To: Girard Rickards <gerickards@aol.com>
Sent: Thu, Dec 12, 2019 4:53 pm
Subject: Washington St. LLC update

Mr. Rickards,

I followed up with Craig McConnell. It appears he is out of the office until Monday. I will follow up with him again then.

John.



John D. Matthews, AIC
Commercial Claims Specialist
Proud Nationwide Member
Commercial Claims Northeast
410.279.4856
matthj11@nationwide.com

#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC
Nationwide Insurance Company
PO Box 182068
Columbus, Ohio 43218-2068
Cell: 410.279.4856 Fax: 866.402.6313

EXHIBIT W

11/4/2020

RE: Re: Washington St. LLC update

From: MATTHJ11@nationwide.com,

To: gerickards@aol.com,

Subject: RE: Re: Washington St. LLC update

Date: Thu, Dec 19, 2019 11:50 am

Attachments:

I did not hear back from him. I did call him yesterday as I thought he would be sending me the estimate by this time. He said he would have it to me today.

John.

John D. Matthews, AIC

Commercial Claims Specialist

Proud Nationwide Member

Commercial Claims Northeast

410.279.4856

matthj11@nationwide.com



#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC

Nationwide Insurance Company

PO Box 182068

Columbus, Ohio 43218-2068

Cell: 410.279.4856 Fax: 866.402.6313

From: Girard Rickards <gerickards@aol.com>

Sent: Thursday, December 19, 2019 11:49 AM

To: Matthews, John <MATTHJ11@nationwide.com>

Subject: [EXTERNAL] Re: Washington St. LLC update

EXHIBIT X

11/4/2020

RE: Re: Washington St. LLC update

From: MATTHJ11@nationwide.com,
To: gerickards@aol.com,
Subject: RE: Re: Washington St. LLC update
Date: Mon, Jan 6, 2020 10:37 am

Attachments:

I have completed my review of the estimate and now I am awaiting an approval from leadership to send you a copy. What I want to send is the consultants estimate with an expected supplemental payment. This however would be above my authority.

I hope to get that to you by end of day or tomorrow at the latest.

John.



John D. Matthews, AIC

Commercial Claims Specialist

Proud Nationwide Member

Commercial Claims Northeast

410.279.4856

matthj11@nationwide.com

#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC

Nationwide Insurance Company

PO Box 182068

Columbus, Ohio 43218-2068

Cell: 410.279.4856 Fax: 866.402.6313

EXHIBIT Y

Page 1 of 2

RE: Ruth Jones Claim #296858-GJ

Matthews, John <MATTHJ11@nationwide.com>

Wed 1/8/2020 10:18 AM

To: Shetter Jr, Gary <SHETTEG1@nationwide.com>

Luckily I was working on this file this morning.

David Black & Assoc. 717-267-0202



John D. Matthews, AIC
Commercial Claims Specialist
Proud Nationwide Member
Commercial Claims Northeast
410.279.4856
matthj11@nationwide.com

#1 in Customer Satisfaction with Small Commercial Insurance – J.D. Power 2019

John D. Matthews, AIC
Nationwide Insurance Company
PO Box 182068
Columbus, Ohio 43218-2068
Cell: 410.279.4856 Fax: 866.402.6313

From: Shetter Jr, Gary <SHETTEG1@nationwide.com>
Sent: Wednesday, January 08, 2020 10:16 AM
To: Matthews, John <MATTHJ11@nationwide.com>
Subject: Re: Ruth Jones Claim #296858-GJ

Sorry John I forgot to ask, do you have a contact # for Mr Black?

From: Matthews, John <MATTHJ11@nationwide.com>
Sent: Wednesday, January 8, 2020 8:32 AM
To: Shetter Jr, Gary <SHETTEG1@nationwide.com>
Subject: Re: Ruth Jones Claim #296858-GJ

Gary

I don't.

Ruth has engaged David Black to help with the repairs. He is also the engineer who looked at the building for me. He may be able to respond with something like that.

More than likely though he won't be able to provide that until repairs are completed.

From: Shetter Jr, Gary <SHETTEG1@nationwide.com>
Sent: Tuesday, January 7, 2020 10:37:09 PM
To: Matthews, John <MATTHJ11@nationwide.com>
Subject: Ruth Jones Claim #296858-GJ

Page 2 of 2

John, Not sure your aware but underwriting has non-renewed Ruth's policy due to this claim. I have literally searched the country in attempt to get her Liability coverage and have had no luck in obtaining her coverage. I have been turned down by approximately 20 carriers including both standard and E&S markets. Lloyds of London has denied offering coverage until this claim is settled. That being said, late this afternoon I've had one carrier offer to take a look at it if I can provide an engineer report or some sort of documentation that the building is structurally sound. Are you in possession of any documentation that you could forward to me to show this? I will accept anything you have. Thanks,
Gary



EXHIBIT Z



Nationwide Property & Casualty Insurance Company

John D. Matthews
Commercial Claims Specialist III
PO Box 182068
Columbus, Ohio 43218-2068
Cell: 410.279.4856 Fax: 866.402.6313
email: matthj11@nationwide.com

Insured: WASHINGTON STREET LLC
Property: 3739 W WASHINGTON ST
CHAMBERSBURG, PA 17201
Home: 342 S RICHARD ST
BEDFORD, PA 15522

Business: (814) 977-0323

Claim Rep.: John Matthews
Business: PO Box182068
Columbus, OH 43218-2068

Cellular: (410) 279-4856
E-mail: matthj11@nationwide.com

Estimator: John Matthews
Business: PO Box182068
Columbus, OH 43218-2068

Cellular: (410) 279-4856
E-mail: matthj11@nationwide.com

Claim Number: 296858-GJ

Policy Number: ACP CPPK3056474267

Type of Loss: Fire

Date Contacted: 7/15/2019 10:00 AM
Date of Loss: 7/14/2019 2:00 AM
Date Inspected: 7/15/2019 3:30 PM
Date Est. Completed: 1/9/2020 2:16 PM

Date Received: 7/14/2019 2:00 AM
Date Entered: 7/16/2019 8:27 AM

Price List: PAHA8X_JUL19
Restoration/Service/Remodel
Estimate: WASHINGTON_STREET_
LL



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Dear Valued Customer,

Please refer to the attached itemized estimate. The estimate contains our valuation of the damages for the reported loss and was prepared using usual and customary prices for your geographic area. If you choose to hire a contractor or vendor to make repairs, please provide this estimate to them.

Please note that if your mortgage company is included on your claim payment check, contact the mortgage company to discuss how to handle the proceeds of this payment.

If you, your contractor, or vendor determine that there are additional building fees and/or permits associated with the estimated repairs that are not included in this estimate, please contact me immediately so that I may review and make a determination as to the appropriate payment.

If you discover any additional damage to your property, please immediately contact me, either personally or through your contractor/vendor. We may need to re-inspect your property before authorization of supplemental payment. Please do not destroy or discard any of the damaged items until we have had an opportunity to inspect the damages and have reached an agreement with you on any supplemental cost.

Nationwide may also request to re-inspect your property, at your convenience, as part of our commitment to quality and customer service.

Thank you for allowing Nationwide Property & Casualty Insurance Company to serve your insurance needs. Please contact me at the numbers listed above if you have any questions regarding this estimate or any other matter pertaining to your claim.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.


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WASHINGTON_STREET_LL
General

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Emergency Board Up by Servpro*	1.00 EA	2,234.00	0.00	0.00	2,234.00	(0.00)	2,234.00
5. Lead test fee - full service lead survey	1.00 EA	420.00	0.00	84.00	504.00	(0.00)	504.00
6. David Black & Associates Bid item	1.00 EA	24,000.00	0.00	0.00	24,000.00	(0.00)	24,000.00
<i>Proposal submitted by David Black to provided stamped, MEP drawings for permit process.</i>							
7. Commercial Supervision / Project Management - per hour	300.00 HR	65.01	0.00	0.00	19,503.00	(0.00)	19,503.00
<i>15 hours a week over the span of 20 weeks</i>							
8. Hazardous Waste/Mold Cleaning Technician - per hour	20.00 HR	63.28	91.13	253.12	1,609.85	(0.00)	1,609.85
4. Complete Construction Solutions bid *	1.00 EA	67,500.00	0.00	13,500.00	81,000.00	(13,500.00)	67,500.00
<i>HVAC proposal provided by CCS for the replacement of the 7 zone system, to include the boiler, water heaters, re-piping and new baseboard heat as well as laundry room mechanicals.</i>							
9. Seal attic framing (shellac) - 6 to 8/12	256.00 SF	1.38	5.38	71.74	430.40	(0.00)	430.40
Totals: General			96.51	13,908.86	129,281.25	13,500.00	115,781.25

Demolition

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
10. General Demolition - per hour 8 people 8 hours for 7 days	448.00 HR	41.01	0.00	3,674.50	22,046.98	(0.00)	22,046.98
Totals: Demolition			0.00	3,674.50	22,046.98	0.00	22,046.98

Debris Removal

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
12. Dumpster load - Approx. 40 yards, 7-8 tons of debris	10.00 EA	952.00	0.00	1,904.00	11,424.00	(0.00)	11,424.00
Totals: Debris Removal			0.00	1,904.00	11,424.00	0.00	11,424.00

Laundry Mat
Main Level



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Main Level

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
13. Clean stud wall	3,191.51 SF	0.54	128.20	345.44	2,197.06	(0.00)	2,197.06
labor to clean stud walls and ceilings							
14. Seal stud wall for odor control (shellac)	3,191.51 SF	0.88	51.70	572.04	3,432.27	(0.00)	3,432.27
Total: Main Level			179.90	917.48	5,629.33	0.00	5,629.33

Laundry Room

Height: 10' 8"

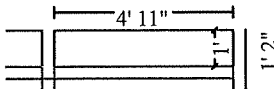


1635.40 SF Walls	1541.51 SF Ceiling
3176.92 SF Walls & Ceiling	1541.51 SF Floor
171.28 SY Flooring	179.33 LF Floor Perimeter
193.83 LF Ceil. Perimeter	

Door	2' 4" X 6' 8"	Opens into BACK_HALLWAY
Missing Wall - Goes to Floor	5' 2" X 4' 7"	Opens into COMMERCIAL_D
Door	1' X 6' 8"	Opens into SMALLER_DRYE
Window	4' 6" X 6'	Opens into Exterior
Window	4' 6" X 6'	Opens into Exterior
Door	3' X 7' 3"	Opens into Exterior
Window	4' 6" X 6'	Opens into Exterior
Window	4' 6" X 6'	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	39' 5" X 6'	Opens into DRYER_ACCESS
Door	3' X 6' 8"	Opens into BACK_STORAGE

Subroom: Room16 (2)

Height: 10' 8"



53.70 SF Walls	4.92 SF Ceiling
58.62 SF Walls & Ceiling	4.92 SF Floor
0.55 SY Flooring	2.00 LF Floor Perimeter
6.92 LF Ceil. Perimeter	

Missing Wall	4' 11" X 10' 8"	Opens into LAUNDRY_ROOM
Missing Wall - Goes to Floor	4' 11" X 4' 1"	Opens into ROOM2

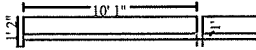


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Subroom: Room17 (1)

Height: 10' 8"



87.72 SF Walls
97.80 SF Walls & Ceiling
1.12 SY Flooring
12.08 LF Ceil. Perimeter

10.08 SF Ceiling
10.08 SF Floor
2.00 LF Floor Perimeter

Missing Wall - Goes to Floor
Missing Wall

10' 1" X 4' 1"
10' 1" X 10' 8"

Opens into SMALLER_DRYE
Opens into LAUNDRY_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
15. Seal floor or ceiling joist system (shellac)	1,541.51 SF	1.18	29.60	369.72	2,218.30	(0.00)	2,218.30
16. Clean floor or roof joist system	1,556.51 SF	0.67	77.09	208.96	1,328.91	(0.00)	1,328.91
17. Two coat plaster over 5/8" gypsum core blueboard	1,556.51 SF	7.12	154.09	2,247.30	13,483.74	(907.44)	12,576.30
18. Seal the ceiling w/latex based stain blocker - one coat	1,556.51 SF	0.52	7.47	163.38	980.24	(131.99)	848.25
19. Floor preparation for resilient flooring	1,556.51 SF	0.51	9.34	160.62	963.78	(49.50)	914.28
20. Suspended ceiling tile - 2' x 4'	1,332.51 SF	1.59	78.35	439.42	2,636.46	(92.28)	2,544.18
21. Suspended ceiling grid - 2' x 4'	1,556.51 SF	1.39	52.30	443.18	2,659.03	(0.00)	2,659.03
22. Fluorescent - acoustic grid fixture - four tube, 2' x 4'	23.00 EA	172.04	89.37	809.26	4,855.55	(789.43)	4,066.12
23. Ceiling diffuser - square, lay-in - 24"	10.00 EA	99.28	40.17	206.60	1,239.57	(425.80)	813.77
24. Two coat plaster over 5/8" gypsum core blueboard	105.78 SF	7.12	10.47	152.74	916.36	(61.67)	854.69
25. Furring strip - 1" x 2"	137.78 SF	0.83	1.74	23.22	139.32	(0.00)	139.32
26. Paneling - Standard grade	248.14 SF	1.94	7.15	97.72	586.26	(25.25)	561.01
27. Seal/prime then paint the surface area (2 coats) - 2 colors	841.29 SF	0.95	8.08	161.46	968.77	(47.56)	921.21
28. Sheathing - OSB - 1/2"	484.89 SF	1.73	11.06	170.00	1,019.92	(0.00)	1,019.92
29. AC plywood - 1/2"	21.39 SF	2.30	1.75	10.20	61.15	(0.00)	61.15
trim around windows							
30. Paint plywood sheathing	506.28 SF	0.49	3.95	50.42	302.45	(23.26)	279.19
31. Corner trim - plastic around windows	42.33 LF	1.45	1.68	12.62	75.68	(0.00)	75.68
32. Corner trim Along walls and windows	21.08 LF	1.55	0.95	6.74	40.36	(0.00)	40.36
33. Seal & paint corner trim - two coats	21.08 LF	0.92	0.14	3.90	23.43	(0.82)	22.61
34. Pegboard	54.00 SF	2.02	2.20	22.26	133.54	(7.78)	125.76
35. Casing - 3 1/4" Trim around machines	52.42 LF	2.32	4.69	25.26	151.56	(0.00)	151.56
36. Casing - 2 1/4" wall trim around machines	31.83 LF	1.65	1.60	10.82	64.94	(0.00)	64.94

WASHINGTON_STREET_LL

1/21/2020

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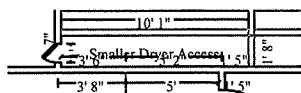
John D. Matthews
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CONTINUED - Laundry Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
37. Seal & paint casing - two coats	84.25 LF	1.25	0.56	21.18	127.05	(3.28)	123.77
38. Trim board - 1" x 4" - installed (pine)	39.67 LF	2.83	3.02	23.06	138.35	(0.00)	138.35
Used around folding table trim at windows							
39. Trim board - 1" x 8" - installed (pine)	19.25 LF	4.36	3.14	17.40	104.47	(0.00)	104.47
used as ceiling trim							
40. Seal & paint trim - two coats	58.92 LF	1.18	0.39	13.98	83.90	(2.29)	81.61
41. Cove base molding - rubber or vinyl, 4" high	103.33 LF	1.85	7.25	39.70	238.11	(38.45)	199.66
42. Tear out asbestos vinyl floor covering (no haul off)	1,556.51 SF	2.89	15.88	902.84	5,417.03	(0.00)	5,417.03
43. Vinyl tile	1,556.51 SF	3.37	206.39	1,090.36	6,542.19	(1,093.89)	5,448.30
two layers of flooring							
44. Exit sign - wired in	1.00 EA	93.59	3.47	19.42	116.48	(30.66)	85.82
45. Fire alarm - Horn/Bell	1.00 EA	136.42	2.42	27.76	166.60	(42.82)	123.78
46. Countertop - flat laid plastic laminate	14.67 LF	41.69	27.04	127.72	766.35	(318.47)	447.88
Used as folding area							
47. Countertop - flat laid plastic laminate - Oversized	18.33 LF	45.90	37.59	175.80	1,054.74	(442.74)	612.00
Totals: Laundry Room			900.39	8,255.02	49,604.59	4,535.38	45,069.21

Smaller Dryer Access

Height: 8'



129.05 SF Walls	16.81 SF Ceiling
145.85 SF Walls & Ceiling	16.81 SF Floor
1.87 SY Flooring	10.75 LF Floor Perimeter
23.50 LF Ceil. Perimeter	

Door
Missing Wall - Goes to Floor

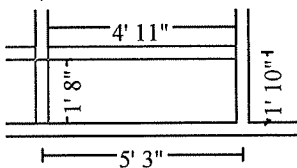
1' X 6' 8"
10' 1" X 4' 1"

Opens into LAUNDRY_ROOM
Opens into ROOM17



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Subroom: Room2 (1)

Height: 8'

74.15 SF Walls	8.19 SF Ceiling
82.34 SF Walls & Ceiling	8.19 SF Floor
0.91 SY Flooring	6.58 LF Floor Perimeter
13.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

1' 8" X 6' 8"

Opens into SMALLER_DRYE

Missing Wall - Goes to Floor

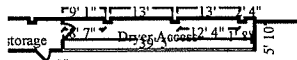
4' 11" X 4' 1"

Opens into ROOM16

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
48. Clean floor or roof joist system	25.00 SF	0.67	1.24	3.36	21.35	(0.00)	21.35
49. Seal floor or ceiling joist system (shellac)	25.00 SF	1.18	0.48	6.00	35.98	(0.00)	35.98
50. Two coat plaster over 5/8" gypsum core blueboard	25.00 SF	7.12	2.48	36.10	216.58	(14.58)	202.00
51. Suspended ceiling system - 2' x 4'	25.00 SF	2.98	2.31	15.36	92.17	(2.72)	89.45
52. 1/2" drywall - hung, taped, floated, ready for paint	87.56 SF	1.87	2.73	33.28	199.75	(0.00)	199.75
53. Seal/prime then paint the surface area (2 coats)	67.33 SF	0.80	0.65	10.92	65.43	(3.81)	61.62
54. Seal the ceiling w/latex based stain blocker - one coat	25.00 SF	0.52	0.12	2.62	15.74	(0.00)	15.74
55. Paint concrete the floor	25.00 SF	0.79	0.30	4.02	24.07	(1.77)	22.30
56. Interior door unit - Standard grade	1.00 EA	135.59	5.33	28.18	169.10	(0.00)	169.10
57. Cut down interior door - slab only	1.00 EA	30.77	0.00	6.16	36.93	(0.00)	36.93
58. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
Totals: Smaller Dryer Access			16.92	154.90	930.43	22.88	907.55

Dryer Access

Height: 8'



514.83 SF Walls	245.73 SF Ceiling
760.56 SF Walls & Ceiling	245.73 SF Floor
27.30 SY Flooring	93.33 LF Floor Perimeter
96.83 LF Ceil. Perimeter	

Door

3' 6" X 6' 8"

Opens into BACK_STORAGE

Missing Wall - Goes to neither Floor/Ceiling

39' 5" X 6'

Opens into LAUNDRY_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
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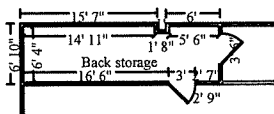
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CONTINUED - Dryer Access

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
59. Seal floor or ceiling joist system (shellac)	245.73 SF	1.18	4.72	58.94	353.62	(0.00)	353.62
60. Clean floor or roof joist system	245.73 SF	0.67	12.17	32.98	209.79	(0.00)	209.79
61. Suspended ceiling grid - 2' x 4'	245.73 SF	1.39	8.26	69.98	419.80	(9.72)	410.08
62. Two coat plaster over 5/8" gypsum core blueboard	245.73 SF	7.12	24.33	354.78	2,128.71	(143.26)	1,985.45
63. 1/2" drywall - hung, taped, floated, ready for paint	360.00 SF	1.87	11.23	136.88	821.31	(0.00)	821.31
64. Cove base molding - rubber or vinyl, 4" high	53.42 LF	1.85	3.75	20.52	123.10	(19.87)	103.23
65. Furring strip - 1" x 2"	360.00 SF	0.83	4.54	60.66	364.00	(0.00)	364.00
66. Seal more than the ceiling w/latex based stain blocker - one coat	601.06 SF	0.52	2.88	63.10	378.53	(0.00)	378.53
67. Vinyl tile	245.73 SF	3.37	32.58	172.14	1,032.83	(172.69)	860.14
68. Tear out asbestos vinyl floor covering (no haul off)	245.73 SF	2.89	2.51	142.54	855.21	(0.00)	855.21
69. Floor preparation for resilient flooring	245.73 SF	0.51	1.47	25.36	152.15	(7.81)	144.34
70. Interior door unit - Standard grade	1.00 EA	135.59	5.33	28.18	169.10	(0.00)	169.10
71. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
Totals: Dryer Access			115.05	1,174.96	7,061.48	353.35	6,708.13

Back storage

Height: 8'



423.33 SF Walls	138.01 SF Ceiling
561.35 SF Walls & Ceiling	138.01 SF Floor
15.33 SY Flooring	51.83 LF Floor Perimeter
58.33 LF Ceil. Perimeter	

Door

3' 6" X 6' 8"

Opens into DRYER_ACCESS

Door

3' X 6' 8"

Opens into LAUNDRY_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
72. Clean floor or roof joist system	138.01 SF	0.67	6.84	18.54	117.85	(0.00)	117.85
73. Seal floor or ceiling joist system (shellac)	138.01 SF	1.18	2.65	33.12	198.62	(0.00)	198.62
74. Suspended ceiling grid - 2' x 4'	138.01 SF	1.39	4.64	39.28	235.75	(0.00)	235.75

WASHINGTON_STREET_LL

1/21/2020

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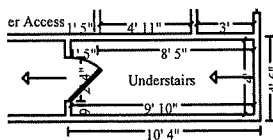


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CONTINUED - Back storage

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
75. Suspended ceiling tile - 2' x 4'	130.01 SF	1.59	7.64	42.86	257.22	(9.00)	248.22
76. Two coat plaster over 5/8" gypsum core blueboard	138.01 SF	7.12	13.66	199.26	1,195.55	(80.46)	1,115.09
77. Seal/prime then paint the walls (2 coats) - 2 colors	423.33 SF	0.95	4.06	81.26	487.48	(23.93)	463.55
78. Seal the ceiling w/latex based stain blocker - one coat	138.01 SF	0.52	0.66	14.50	86.93	(0.00)	86.93
79. 1/2" drywall - hung, taped, floated, ready for paint	183.33 SF	1.87	5.72	69.70	418.25	(0.00)	418.25
80. Door threshold, aluminum	3.00 LF	18.14	1.68	11.22	67.32	(0.00)	67.32
81. Vinyl tile	138.01 SF	3.37	18.30	96.68	580.07	(96.99)	483.08
82. Tear out asbestos vinyl floor covering (no haul off)	138.01 SF	2.89	1.41	80.06	480.32	(0.00)	480.32
83. Floor preparation for resilient flooring	138.01 SF	0.51	0.83	14.24	85.46	(4.39)	81.07
84. Interior door - Colonist - pre-hung unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
85. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
86. Fluorescent - acoustic grid fixture - four tube, 2'x 4'	1.00 EA	172.04	3.89	35.18	211.11	(34.33)	176.78
87. Cleaning Technician - incl. cleaning agent - per hour	2.50 HR	31.94	5.94	16.02	101.81	(0.00)	101.81
Clean remaining walls in this room							
Totals: Back storage			86.24	795.06	4,782.51	249.10	4,533.41



Understairs

Height: Sloped

77.44 SF Walls	46.08 SF Ceiling
123.52 SF Walls & Ceiling	39.33 SF Floor
4.37 SY Flooring	25.33 LF Floor Perimeter
31.04 LF Ceil. Perimeter	

Door

2' 4" X 6' 4"

Opens into ROOM3

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
88. Cleaning Technician - incl. cleaning agent - per hour	1.00 HR	31.94	2.37	6.40	40.71	(0.00)	40.71
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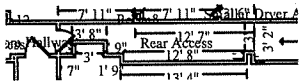
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CONTINUED - Understairs

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
89. Seal part of the walls and ceiling w/latex based stain blocker - one coat	90.74 SF	0.52	0.44	9.52	57.14	(0.00)	57.14
90. Paint masonry	32.78 SF	0.72	0.55	4.84	28.99	(3.24)	25.75
91. Paint concrete the floor	39.33 SF	0.79	0.47	6.32	37.86	(2.78)	35.08
92. Interior door unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
93. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
94. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
95. Seal & paint door/window trim & jamb - (per side)	1.00 EA	26.28	0.26	5.32	31.86	(1.55)	30.31
Totals: Understairs			12.86	82.02	494.15	10.24	483.91

Rear Access

Height: 10' 1"



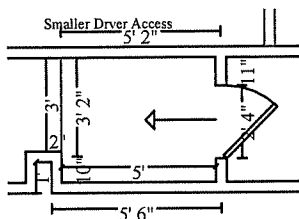
477.96 SF Walls
548.04 SF Walls & Ceiling
7.79 SY Flooring
48.83 LF Ceil. Perimeter

70.08 SF Ceiling
70.08 SF Floor
46.67 LF Floor Perimeter

Door

2' 2" X 6' 8"

Opens into BATHROOM_HAL



Subroom: Room3 (1)

Height: Sloped

104.04 SF Walls
128.27 SF Walls & Ceiling
2.22 SY Flooring
16.95 LF Ceil. Perimeter

24.22 SF Ceiling
20.00 SF Floor
12.50 LF Floor Perimeter

Missing Wall

3' 2" X 6' 8"

Opens into REAR_ACCESS

Door

2' 4" X 6' 4"

Opens into UNDERSTAIRS

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
96. Seal floor or ceiling joist system (shellac)	94.31 SF	1.18	1.81	22.62	135.72	(0.00)	135.72
97. Clean floor or roof joist system	94.31 SF	0.67	4.67	12.66	80.52	(0.00)	80.52
98. Suspended ceiling system - 2' x 4'	94.31 SF	2.98	8.71	57.94	347.69	(10.26)	337.43

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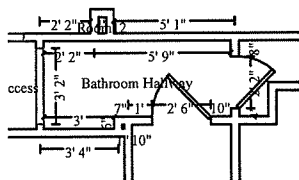


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CONTINUED - Rear Access

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
99. Two coat plaster over 5/8" gypsum core blueboard	94.31 SF	7.12	9.34	136.16	816.99	(54.98)	762.01
100. Seal the ceiling w/latex based stain blocker - one coat	94.31 SF	0.52	0.45	9.90	59.39	(0.00)	59.39
drywall is hung with only single coat finish							
101. 1/2" drywall - hung only (no tape or finish)	206.71 SF	1.16	5.83	49.12	294.73	(0.00)	294.73
102. Underlayment - 1/4" waterproof OSB	32.00 SF	1.75	2.02	11.60	69.62	(0.00)	69.62
Used on walls							
103. Paint plywood sheathing	32.00 SF	0.49	0.25	3.20	19.13	(1.47)	17.66
104. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
105. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91
106. Underlayment - 1/4" lauan/mahogany plywood	90.08 SF	1.44	2.92	26.52	159.16	(5.15)	154.01
107. Vinyl tile	90.08 SF	3.37	11.94	63.10	378.61	(63.30)	315.31
108. Fluorescent - two tube - 6' - strip light	1.00 EA	98.01	2.66	20.14	120.81	(23.46)	97.35
Totals: Rear Access			51.84	435.36	2,616.74	165.93	2,450.81



Bathroom Hallway

Height: 9' 8"

173.83 SF Walls	26.57 SF Ceiling
200.40 SF Walls & Ceiling	26.57 SF Floor
2.95 SY Flooring	15.33 LF Floor Perimeter
23.17 LF Ceil. Perimeter	

Door	2' 2" X 6' 8"	Opens into REAR_ACCESS
Door	2' 6" X 6' 8"	Opens into BATHROOM
Missing Wall - Goes to Floor	3' 2" X 6'	Opens into COMMERCIAL_D

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
109. Clean floor or roof joist system	26.57 SF	0.67	1.31	3.56	22.67	(0.00)	22.67
110. Seal floor or ceiling joist system (shellac)	26.57 SF	1.18	0.51	6.38	38.24	(0.00)	38.24
111. Suspended ceiling system - 2' x 4'	26.57 SF	2.98	2.46	16.34	97.98	(2.89)	95.09

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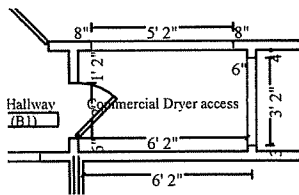


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CONTINUED - Bathroom Hallway

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
112. Two coat plaster over 5/8" gypsum core blueboard	26.57 SF	7.12	2.63	38.36	230.17	(15.49)	214.68
113. 1/2" drywall - hung, taped, floated, ready for paint	173.83 SF	1.87	5.42	66.10	396.58	(0.00)	396.58
114. Underlayment - 1/4" waterproof OSB	32.00 SF	1.75	2.02	11.60	69.62	(0.00)	69.62
115. Seal/prime then paint the walls (2 coats)	173.83 SF	0.80	1.67	28.16	168.89	(9.83)	159.06
116. Seal the ceiling w/latex based stain blocker - one coat	26.57 SF	0.52	0.13	2.78	16.73	(0.00)	16.73
117. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
118. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91
119. Underlayment - 1/4" lauan/mahogany plywood	26.57 SF	1.44	0.86	7.84	46.96	(1.52)	45.44
120. Vinyl tile	26.57 SF	3.37	3.52	18.60	111.66	(18.68)	92.98
Totals: Bathroom Hallway			21.77	222.12	1,333.87	55.72	1,278.15



Commercial Dryer access

Height: 10' 6"

150.49 SF Walls	22.61 SF Ceiling
173.10 SF Walls & Ceiling	22.61 SF Floor
2.51 SY Flooring	9.33 LF Floor Perimeter
19.67 LF Ceil. Perimeter	

Door 2' X 6' 8"
 Missing Wall - Goes to Floor 3' 2" X 6'
 Missing Wall - Goes to Floor 5' 2" X 4' 7"

Opens into BACK_HALLWAY
 Opens into BATHROOM_HAL
 Opens into LAUNDRY_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
121. Clean floor or roof joist system	22.61 SF	0.67	1.12	3.04	19.31	(0.00)	19.31
122. Seal floor or ceiling joist system (shellac)	22.61 SF	1.18	0.43	5.42	32.53	(0.00)	32.53
123. Suspended ceiling system - 2' x 4'	22.61 SF	2.98	2.09	13.90	83.37	(2.46)	80.91
124. Two coat plaster over 5/8" gypsum core blueboard	22.61 SF	7.12	2.24	32.64	195.86	(13.19)	182.67

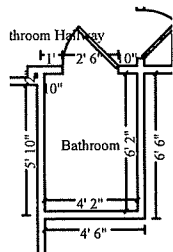


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CONTINUED - Commercial Dryer access

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
125. Seal/prime then paint the walls (2 coats)	150.49 SF	0.80	1.44	24.36	146.19	(8.51)	137.68
126. Seal the ceiling w/latex based stain blocker - one coat	22.61 SF	0.52	0.11	2.38	14.25	(0.00)	14.25
127. 1/2" drywall - hung, taped, floated, ready for paint	150.49 SF	1.87	4.70	57.22	343.34	(0.00)	343.34
128. Underlayment - 1/4" waterproof OSB on walls	28.78 SF	1.75	1.81	10.44	62.62	(0.00)	62.62
129. Vinyl tile	22.61 SF	3.37	3.00	15.84	95.04	(15.89)	79.15
130. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91
131. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
132. Interior door unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
133. Door lockset & deadbolt - exterior	1.00 EA	86.96	3.45	18.10	108.51	(0.00)	108.51
134. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
Totals: Commercial Dryer access			29.95	248.88	1,494.16	47.36	1,446.80



Bathroom

Height: 9' 8"

183.11 SF Walls	25.69 SF Ceiling
208.81 SF Walls & Ceiling	25.69 SF Floor
2.85 SY Flooring	18.17 LF Floor Perimeter
20.67 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into BATHROOM_HAL

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
135. Seal floor or ceiling joist system (shellac)	25.69 SF	1.18	0.49	6.16	36.96	(0.00)	36.96
136. Clean floor or roof joist system	25.69 SF	0.67	1.27	3.44	21.92	(0.00)	21.92
137. Two coat plaster over 5/8" gypsum core blueboard	25.69 SF	7.12	2.54	37.08	222.53	(14.98)	207.55
138. Tin ceiling panel - embossed - factory painted	25.69 SF	5.19	6.95	28.06	168.34	(40.94)	127.40
139. 1/2" drywall - hung, taped, floated, ready for paint	83.22 SF	1.87	2.60	31.64	189.86	(0.00)	189.86

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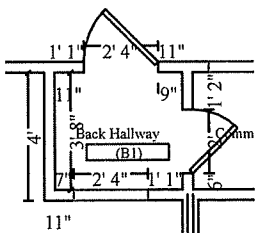


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CONTINUED - Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
140. Seal/prime then paint part of the walls and ceiling (2 coats)	108.92 SF	0.80	1.05	17.64	105.83	(6.16)	99.67
141. Seal the ceiling w/latex based stain blocker - one coat	25.69 SF	0.52	0.12	2.70	16.18	(0.00)	16.18
142. Underlayment - 1/4" waterproof OSB used on walls	32.00 SF	1.75	2.02	11.60	69.62	(0.00)	69.62
143. Underlayment - 1/4" lauan/mahogany plywood	25.69 SF	1.44	0.83	7.56	45.38	(1.47)	43.91
144. Vinyl tile	25.69 SF	3.37	3.41	18.00	107.99	(18.05)	89.94
145. Sink - single - Detach & reset	1.00 EA	97.89	0.00	19.58	117.47	(0.00)	117.47
146. Clean sink	1.00 EA	9.03	0.65	1.80	11.48	(0.00)	11.48
147. Clean sink faucet	1.00 EA	6.72	0.48	1.34	8.54	(0.00)	8.54
148. Clean toilet	1.00 EA	15.17	1.09	3.04	19.30	(0.00)	19.30
149. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
150. Interior door - solid alder - paneled - pre-hung unit	1.00 EA	444.67	23.68	93.68	562.03	(0.00)	562.03
151. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
152. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91
153. Toilet - Reset	1.00 EA	98.82	0.32	19.82	118.96	(0.00)	118.96
154. Cleaning Technician - incl. cleaning agent - per hour clean fixtures	1.00 HR	31.94	2.37	6.40	40.71	(0.00)	40.71
Totals: Bathroom			52.39	340.84	2,050.80	88.91	1,961.89



Missing Wall - Goes to Floor
Door
Door

Back Hallway

Height: 10' 6"

117.14 SF Walls	14.67 SF Ceiling
131.81 SF Walls & Ceiling	14.67 SF Floor
1.63 SY Flooring	8.67 LF Floor Perimeter
15.33 LF Ceil. Perimeter	

2' 4" X 6' 5"
2' X 6' 8"
2' 4" X 6' 8"

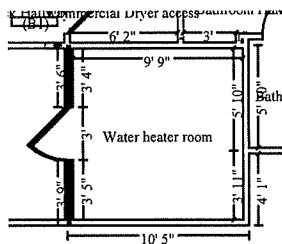
Opens into REAR_EXIT
Opens into COMMERCIAL_D
Opens into LAUNDRY_ROOM



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DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
155. Seal floor or ceiling joist system (shellac)	131.81 SF	1.18	2.53	31.60	189.67	(0.00)	189.67
156. Clean floor or roof joist system	14.67 SF	0.67	0.73	1.96	12.52	(0.00)	12.52
157. Suspended ceiling system - 2' x 4'	14.67 SF	2.98	1.36	9.02	54.10	(1.60)	52.50
158. Two coat plaster over 5/8" gypsum core blueboard	14.67 SF	7.12	1.45	21.20	127.10	(8.55)	118.55
159. Underlayment - 1/4" waterproof OSB	26.33 SF	1.75	1.66	9.56	57.30	(0.00)	57.30
160. 1/2" drywall - hung, taped, floated, ready for paint	117.14 SF	1.87	3.65	44.56	267.26	(0.00)	267.26
161. Seal/prime then paint the walls (2 coats) - 2 colors	117.14 SF	0.95	1.12	22.48	134.88	(6.62)	128.26
162. Seal the ceiling w/latex based stain blocker - one coat	14.67 SF	0.52	0.07	1.54	9.24	(0.00)	9.24
163. Vinyl tile	14.67 SF	3.37	1.95	10.28	61.67	(10.32)	51.35
164. Floor preparation for resilient flooring	14.67 SF	0.51	0.09	1.52	9.09	(0.47)	8.62
165. Interior door unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
166. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
167. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
168. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91
Totals: Back Hallway			24.17	219.26	1,315.97	34.87	1,281.10



Water heater room

Height: 9' 8"

357.00 SF Walls	95.06 SF Ceiling
452.06 SF Walls & Ceiling	95.06 SF Floor
10.56 SY Flooring	36.00 LF Floor Perimeter
39.00 LF Ceil. Perimeter	

Door

3' X 6' 8"

Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
169. Seal floor or ceiling joist system (shellac)	95.06 SF	1.18	1.83	22.80	136.80	(0.00)	136.80
170. Clean floor or roof joist system	95.06 SF	0.67	4.71	12.76	81.16	(0.00)	81.16
171. Two coat plaster over 5/8" gypsum core blueboard	95.06 SF	7.12	9.41	137.24	823.48	(55.42)	768.06
172. Suspended ceiling tile - 2' x 4'	83.06 SF	1.59	4.88	27.40	164.35	(5.76)	158.59
173. Suspended ceiling grid - 2' x 4'	95.06 SF	1.39	3.19	27.06	162.38	(0.00)	162.38
174. 1/2" drywall - hung, taped, floated, ready for paint	262.75 SF	1.87	8.20	99.90	599.44	(0.00)	599.44
175. Seal/prime then paint part of the walls (2 coats) - 2 colors	73.44 SF	0.95	0.71	14.10	84.58	(4.16)	80.42

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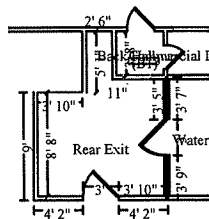


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CONTINUED - Water heater room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
176. Seal/prime then paint the surface area (2 coats)	126.47 SF	0.80	1.21	20.48	122.87	(7.15)	115.72
177. Seal the ceiling w/latex based stain blocker - one coat	95.06 SF	0.52	0.46	9.98	59.87	(0.00)	59.87
178. Vinyl tile	95.06 SF	3.37	12.60	66.60	399.55	(66.80)	332.75
179. Underlayment - 1/4" waterproof OSB	26.33 SF	1.75	1.66	9.56	57.30	(0.00)	57.30
180. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
181. Ceiling diffuser - square, lay-in - 24"	1.00 EA	99.28	4.02	20.66	123.96	(42.58)	81.38
182. Fluorescent - acoustic grid fixture - two tube, 2'x 4'	1.00 EA	120.20	2.92	24.62	147.74	(25.81)	121.93
184. Laundry tub	1.00 EA	248.00	6.05	50.82	304.87	(21.38)	283.49
185. Sink faucet - Kitchen	1.00 EA	228.40	10.63	47.80	286.83	(125.22)	161.61
186. Interior door unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
187. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
188. Cabinetry - upper (wall) units	6.50 LF	126.20	36.82	171.42	1,028.54	(130.09)	898.45
Totals: Water heater room			118.07	812.82	4,881.31	487.04	4,394.27



Rear Exit

Height: 10' 6"

414.03 SF Walls	108.15 SF Ceiling
522.18 SF Walls & Ceiling	108.15 SF Floor
12.02 SY Flooring	36.33 LF Floor Perimeter
44.67 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into Exterior
Door	3' X 6' 8"	Opens into Exterior
Missing Wall - Goes to Floor	2' 4" X 6' 5"	Opens into BACK_HALLWAY
Missing Wall	3' 10" X 10' 6"	Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
189. Seal floor or ceiling joist system (shellac)	108.15 SF	1.18	2.08	25.94	155.64	(0.00)	155.64
190. Clean floor or roof joist system	108.15 SF	0.67	5.36	14.52	92.34	(0.00)	92.34
191. Two coat plaster over 5/8" gypsum core blueboard	108.15 SF	7.12	10.71	156.14	936.88	(63.05)	873.83

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CONTINUED - Rear Exit

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
192. Suspended ceiling tile - 2' x 4'	96.15 SF	1.59	5.65	31.72	190.25	(6.66)	183.59
193. Suspended ceiling grid - 2' x 4'	108.15 SF	1.39	3.63	30.78	184.74	(0.00)	184.74
194. Seal the ceiling w/latex based stain blocker - one coat	108.15 SF	0.52	0.52	11.34	68.10	(3.05)	65.05
195. 1/2" drywall - hung, taped, floated, ready for paint	414.03 SF	1.87	12.92	157.42	944.58	(0.00)	944.58
196. Seal/prime then paint the walls (2 coats) - 2 colors	414.03 SF	0.95	3.97	79.46	476.76	(23.40)	453.36
197. Underlayment - 1/4" waterproof OSB	145.33 SF	1.75	9.16	52.70	316.19	(0.00)	316.19
198. Trim board - 1" x 4" - installed (pine)	17.75 LF	2.83	1.35	10.32	61.90	(0.00)	61.90
199. Door opening (jamb & casing) - up to 32" wide - paint grade	1.00 EA	85.94	3.21	17.82	106.97	(0.00)	106.97
200. Vinyl tile	108.15 SF	3.37	14.34	75.76	454.57	(76.00)	378.57
201. Floor preparation for resilient flooring	108.15 SF	0.51	0.65	11.18	66.99	(3.43)	63.56
202. Ceiling diffuser - square, lay-in - 24"	1.00 EA	99.28	4.02	20.66	123.96	(42.58)	81.38
203. Fluorescent - acoustic grid fixture - two tube, 2' x 4'	1.00 EA	120.20	2.92	24.62	147.74	(25.81)	121.93
204. Steel door, 3' x 7' - fire rated	1.00 EA	439.08	23.82	92.58	555.48	(0.00)	555.48
205. Door lockset - exterior	1.00 EA	51.37	1.83	10.64	63.84	(0.00)	63.84
206. Prime & paint door slab only - exterior (per side)	2.00 EA	38.32	1.49	15.62	93.75	(8.79)	84.96
207. Door hinges (set of 3)	1.00 EA	41.68	0.72	8.48	50.88	(0.00)	50.88
208. Door closer - hydraulic - High grade	1.00 EA	101.47	3.71	21.04	126.22	(0.00)	126.22
209. Steel door frame - 3' opening	1.00 EA	161.75	6.96	33.76	202.47	(0.00)	202.47
210. Prime & paint door slab only - exterior (per side)	2.00 EA	38.32	1.49	15.62	93.75	(8.79)	84.96
211. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91
Totals: Rear Exit			121.30	934.04	5,609.55	266.20	5,343.35
Total: Main Level			1,730.85	14,592.76	87,804.89	6,316.98	81,487.91
Total: Laundry Mat			1,730.85	14,592.76	87,804.89	6,316.98	81,487.91

1st Floor Unit
Main Level
Main Level

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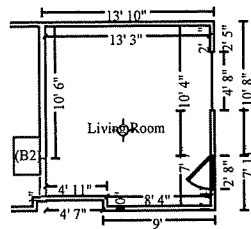
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DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
212. Seal stud wall for odor control (shellac)	1,556.39 SF	0.88	25.21	278.96	1,673.79	(0.00)	1,673.79
213. Clean stud wall	1,556.39 SF	0.54	62.52	168.48	1,071.45	(0.00)	1,071.45
Labor to clean stud walls							
Total: Main Level			87.73	447.44	2,745.24	0.00	2,745.24



Living Room

Height: 8' 9"

413.01 SF Walls	185.82 SF Ceiling
598.83 SF Walls & Ceiling	185.82 SF Floor
20.65 SY Flooring	49.50 LF Floor Perimeter
55.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' X 6' 8"

Opens into KITCHEN

Window

4' 8" X 6' 3"

Opens into Exterior

Window

2' 9" X 1'

Opens into Exterior

Door

2' 8" X 6' 8"

Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
214. Seal floor or ceiling joist system (shellac)	185.82 SF	1.18	3.57	44.58	267.42	(0.00)	267.42
215. Clean floor or roof joist system	185.82 SF	0.67	9.20	24.94	158.64	(0.00)	158.64
216. Two coat plaster over 5/8" gypsum core blueboard	185.82 SF	7.12	18.40	268.28	1,609.72	(108.33)	1,501.39
217. Furring strip - 1" x 3"	185.82 SF	0.89	3.01	33.68	202.07	(0.00)	202.07
Part of ceiling system used to hang acoustic tile							
218. Acoustic ceiling tile	185.82 SF	3.14	17.06	120.12	720.65	(30.14)	690.51
219. 2" x 4" lumber (.667 BF per LF)	87.00 LF	2.09	3.29	37.02	222.14	(0.00)	222.14
Part of ceiling system used to hang acoustic tile							
220. Crown molding - 3 1/4"	14.33 LF	3.36	1.08	9.86	59.09	(0.00)	59.09
221. Seal & paint crown molding - two coats	14.33 LF	1.24	0.10	3.58	21.45	(0.60)	20.85
222. 1/2" drywall - hung only (no tape or finish)	314.89 SF	1.16	8.88	74.84	448.99	(0.00)	448.99
223. 1/2" drywall - hung, taped, floated, ready for paint	98.13 SF	1.87	3.06	37.32	223.88	(0.00)	223.88
224. Paneling - Standard grade	314.89 SF	1.94	9.07	124.00	743.96	(32.04)	711.92
225. Seal & paint paneling	314.89 SF	0.99	3.40	63.02	378.16	(20.02)	358.14
226. Seal/prime then paint the surface area (2 coats)	98.13 SF	0.80	0.94	15.88	95.32	(5.54)	89.78

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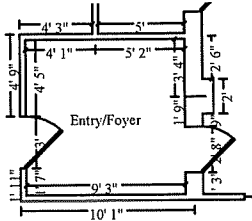
CONTINUED - Living Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
227. Seal the ceiling w/latex based stain blocker - one coat	185.82 SF	0.52	0.89	19.50	117.02	(0.00)	117.02
228. Corner trim	81.67 LF	1.55	3.68	26.06	156.33	(0.00)	156.33
229. Seal & paint corner trim - two coats	81.67 LF	0.92	0.54	15.12	90.80	(3.17)	87.63
230. Window sill	5.33 LF	2.72	0.33	2.96	17.79	(0.00)	17.79
231. Window trim set (casing & stop)	17.75 LF	3.50	1.25	12.68	76.06	(0.00)	76.06
232. Seal & paint door or window opening - Large (per side)	1.00 EA	33.25	0.45	6.76	40.46	(2.64)	37.82
233. Baseboard - 3 1/4"	49.50 LF	2.82	3.71	28.66	171.96	(0.00)	171.96
234. Base shoe	49.50 LF	1.13	1.31	11.44	68.69	(0.00)	68.69
235. Seal & paint baseboard w/cap &/or shoe - two coats	49.50 LF	1.48	0.65	14.80	88.71	(3.85)	84.86
236. Vinyl floor covering (sheet goods)	258.42 SF	3.04	30.55	163.24	979.39	(161.90)	817.49
237. Underlayment - 1/4" lauan/mahogany plywood	185.82 SF	1.44	6.02	54.72	328.32	(10.63)	317.69
238. Vinyl - metal transition strip	3.00 LF	3.27	0.29	2.02	12.12	(1.53)	10.59
239. Clean window unit (per side) 10 - 20 SF	1.00 EA	10.48	0.76	2.10	13.34	(0.00)	13.34
240. Clean window unit (per side) 3 - 9 SF	1.00 EA	7.33	0.53	1.46	9.32	(0.00)	9.32
241. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA	95.90	3.31	19.84	119.05	(0.00)	119.05
243. Exterior door - metal - insulated - flush or panel style	1.00 EA	276.90	12.41	57.86	347.17	(0.00)	347.17
244. Door lockset & deadbolt - exterior	1.00 EA	86.96	3.45	18.10	108.51	(0.00)	108.51
245. Prime & paint door slab only - exterior (per side)	2.00 EA	38.32	1.49	15.62	93.75	(8.79)	84.96
246. Seal & paint door/window trim & jamb - (per side)	2.00 EA	26.28	0.53	10.62	63.71	(3.10)	60.61
247. Window blind - PVC - 1" - 14.1 to 20 SF	1.00 EA	70.90	1.61	14.50	87.01	(11.38)	75.63
248. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
249. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
Totals: Living Room			159.29	1,408.84	8,462.90	422.71	8,040.19



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Entry/Foyer

Height: 8' 9"

302.01 SF Walls	83.25 SF Ceiling
385.26 SF Walls & Ceiling	83.25 SF Floor
9.25 SY Flooring	33.17 LF Floor Perimeter
38.83 LF Ceil. Perimeter	

Door

2' 8" X 6' 8"

Opens into BEDROOM

Door

3' X 6' 8"

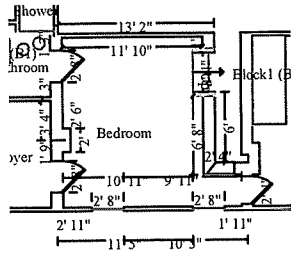
Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
250. Seal floor or ceiling joist system (shellac)	83.25 SF	1.18	1.60	19.96	119.80	(0.00)	119.80
251. Clean floor or roof joist system	83.25 SF	0.67	4.12	11.18	71.08	(0.00)	71.08
252. Two coat plaster over 5/8" gypsum core blueboard	83.25 SF	7.12	8.24	120.18	721.16	(48.54)	672.62
253. Seal/prime then paint the walls and ceiling (2 coats)	385.26 SF	0.80	3.70	62.38	374.29	(21.78)	352.51
254. 1/2" drywall - hung, taped, floated, ready for paint	302.01 SF	1.87	9.42	114.84	689.02	(0.00)	689.02
255. Seal & paint door or window opening (per side)	1.00 EA	26.36	0.27	5.34	31.97	(1.58)	30.39
256. Baseboard - 6"	33.17 LF	4.46	5.29	30.64	183.87	(0.00)	183.87
257. Base shoe	33.17 LF	1.13	0.88	7.68	46.04	(0.00)	46.04
258. Seal & paint baseboard w/cap &/or shoe, oversized- 2 coats	33.17 LF	1.62	0.54	10.84	65.12	(3.17)	61.95
259. Vinyl floor covering (sheet goods)	114.67 SF	3.04	13.55	72.44	434.59	(71.84)	362.75
260. Underlayment - 1/4" lauan/mahogany plywood	83.25 SF	1.44	2.70	24.52	147.10	(4.77)	142.33
261. Exterior door - metal - insulated - flush or panel style	1.00 EA	276.90	12.41	57.86	347.17	(0.00)	347.17
262. Door lockset & deadbolt - exterior	1.00 EA	86.96	3.45	18.10	108.51	(0.00)	108.51
263. Prime & paint door slab only - exterior (per side)	2.00 EA	38.32	1.49	15.62	93.75	(8.79)	84.96
264. Seal & paint door/window trim & jamb - (per side)	2.00 EA	26.28	0.53	10.62	63.71	(3.10)	60.61
265. Window blind - PVC - 1" - 14.1 to 20 SF	1.00 EA	70.90	1.61	14.50	87.01	(11.38)	75.63
266. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
267. 110 volt copper wiring run, box and switch	3.00 EA	50.40	1.73	30.58	183.51	(0.00)	183.51
Totals: Entry/Foyer			73.69	640.16	3,844.91	194.00	3,650.91



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Bedroom

Height: 8' 9"

400.83 SF Walls	173.39 SF Ceiling
574.22 SF Walls & Ceiling	173.39 SF Floor
19.27 SY Flooring	47.67 LF Floor Perimeter
61.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

2' 4" X 6' 6"

Opens into Exterior

Door

2' 4" X 6' 8"

Opens into KITCHEN

Window

2' 8" X 4' 6"

Opens into Exterior

Window

2' 8" X 4' 6"

Opens into Exterior

Door

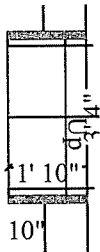
2' 8" X 6' 8"

Opens into ENTRY_FOYER

Door

2' 8" X 6' 8"

Opens into BATHROOM



Subroom: Stairs (1)

Height: 9' 11"

4.44 SF Walls & Ceiling	4.44 SF Ceiling
1.20 SY Flooring	10.83 SF Floor

Missing Wall

3' 4" X 9' 10 1/2"

Opens into BEDROOM

Missing Wall

3' 4" X 9' 10 1/2"

Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,000. 110 volt copper wiring run, box and outlet	3.00 EA	50.14	1.69	30.42	182.53	(0.00)	182.53
268. Seal floor or ceiling joist system (shellac)	177.83 SF	1.18	3.41	42.64	255.89	(0.00)	255.89
269. Clean floor or roof joist system	177.83 SF	0.67	8.80	23.88	151.83	(0.00)	151.83
270. Two coat plaster over 5/8" gypsum core blueboard	578.67 SF	7.12	57.29	835.48	5,012.90	(337.37)	4,675.53
271. Seal/prime then paint the walls and ceiling (2 coats)	578.67 SF	0.80	5.56	93.70	562.20	(32.71)	529.49
272. Window stool & apron	7.00 LF	5.82	1.06	8.36	50.16	(0.00)	50.16
273. Window trim set (casing & stop)	26.00 LF	3.50	1.83	18.56	111.39	(0.00)	111.39
274. Seal & paint door or window opening - Large (per side)	2.00 EA	33.25	0.90	13.48	80.88	(5.29)	75.59
275. Baseboard - 8" paint grade - 2 piece	47.67 LF	5.57	7.12	54.52	327.16	(0.00)	327.16
276. Base shoe	47.67 LF	1.13	1.26	11.04	66.17	(0.00)	66.17

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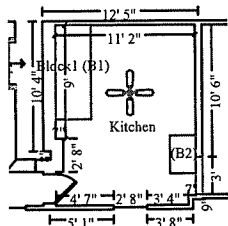


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CONTINUED - Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
277. Seal & paint baseboard w/cap &/or shoe, oversized- 2 coats	47.67 LF	1.62	0.77	15.60	93.60	(4.55)	89.05
278. Vinyl floor covering (sheet goods)	267.25 SF	3.04	31.59	168.80	1,012.83	(167.42)	845.41
279. Underlayment - 1/4" lauan/mahogany plywood	173.39 SF	1.44	5.62	51.06	306.36	(9.92)	296.44
280. Glue down carpet	19.58 SF	2.12	1.90	8.68	52.09	(23.53)	28.56
281. Vinyl - metal transition strip	10.50 LF	3.27	1.01	7.06	42.41	(5.34)	37.07
282. Clean window unit (per side) 10 - 20 SF	2.00 EA	10.48	1.51	4.20	26.67	(0.00)	26.67
284. Door jamb per LF - interior - paint grade - 6 9/16"	31.50 LF	4.33	4.88	28.26	169.54	(0.00)	169.54
285. Interior door unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
286. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
287. Seal & paint door slab only (per side)	7.00 EA	31.89	3.18	45.28	271.69	(18.70)	252.99
288. Stain & finish door slab only (per side) door to basement	1.00 EA	48.15	0.45	9.74	58.34	(2.64)	55.70
289. Seal & paint door/window trim & jamb - (per side)	2.00 EA	26.28	0.53	10.62	63.71	(3.10)	60.61
290. Window blind - PVC - 1" - 14.1 to 20 SF	1.00 EA	70.90	1.61	14.50	87.01	(11.38)	75.63
291. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
Totals: Bedroom			152.45	1,551.90	9,321.34	641.00	8,680.34



Kitchen

Height: 8' 9"

407.57 SF Walls	158.06 SF Ceiling
565.63 SF Walls & Ceiling	158.06 SF Floor
17.56 SY Flooring	36.50 LF Floor Perimeter
52.17 LF Ceil. Perimeter	

Missing Wall - Goes to Floor
Window
Door

3' X 6' 8"
2' 8" X 5'
2' 4" X 6' 8"

Opens into LIVING_ROOM
Opens into Exterior
Opens into BEDROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
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CONTINUED - Kitchen

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
293. Seal floor or ceiling joist system (shellac)	158.06 SF	1.18	3.03	37.90	227.44	(0.00)	227.44
294. Clean floor or roof joist system	158.06 SF	0.67	7.83	21.22	134.95	(0.00)	134.95
295. Two coat plaster over 5/8" gypsum core blueboard	158.06 SF	7.12	15.65	228.22	1,369.26	(92.15)	1,277.11
296. Furring strip - 1" x 3"	158.06 SF	0.89	2.56	28.66	171.89	(0.00)	171.89
Part of ceiling system used to hang acoustic tile							
297. 2" x 4" Lumber (.667 BF per LF)	87.00 LF	2.09	3.29	37.02	222.14	(0.00)	222.14
Part of ceiling system used to hang acoustic tile							
298. Acoustic ceiling tile	158.06 SF	3.14	14.51	102.16	612.98	(25.63)	587.35
299. Crown molding - 3 1/4"	9.17 LF	3.36	0.69	6.30	37.80	(0.00)	37.80
300. Seal & paint crown molding - two coats	9.17 LF	1.24	0.07	2.30	13.74	(0.39)	13.35
301. 1/2" drywall - hung, taped, floated, ready for paint	229.97 SF	1.87	7.17	87.44	524.65	(0.00)	524.65
302. 1/2" drywall - hung only (no tape or finish)	177.60 SF	1.16	5.01	42.20	253.23	(0.00)	253.23
303. Paneling - Standard grade	177.60 SF	1.94	5.12	69.92	419.58	(18.07)	401.51
304. Seal & paint paneling	177.60 SF	0.99	1.92	35.54	213.28	(11.30)	201.98
305. Seal/prime then paint part of the walls (2 coats)	229.97 SF	0.80	2.21	37.24	223.43	(13.01)	210.42
306. Backsplash - plastic laminate	142.89 SF	5.99	22.89	175.76	1,054.56	(269.60)	784.96
307. Corner trim	106.67 LF	1.55	4.80	34.02	204.16	(0.00)	204.16
308. Seal & paint corner trim - two coats	106.67 LF	0.92	0.70	19.76	118.60	(4.14)	114.46
309. Trim board - 1" x 2" - installed (pine)	14.50 LF	2.17	0.66	6.44	38.57	(0.00)	38.57
310. Trim board - 1" x 4" - installed (pine)	23.25 LF	2.83	1.77	13.52	81.09	(0.00)	81.09
311. Window sill	3.08 LF	2.72	0.19	1.72	10.29	(0.00)	10.29
312. Window trim set (casing & stop)	13.42 LF	3.50	0.94	9.58	57.49	(0.00)	57.49
313. Seal & paint door or window opening - Large (per side)	1.00 EA	33.25	0.45	6.76	40.46	(2.64)	37.82
314. Baseboard - 3 1/4"	36.50 LF	2.82	2.74	21.12	126.79	(0.00)	126.79
315. Base shoe	36.50 LF	1.13	0.96	8.46	50.67	(0.00)	50.67
316. Seal & paint baseboard w/cap &/or shoe - two coats	36.50 LF	1.48	0.48	10.90	65.40	(2.84)	62.56
317. Vinyl - metal transition strip	2.42 LF	3.27	0.23	1.62	9.76	(1.23)	8.53
318. Vinyl floor covering (sheet goods)	231.33 SF	3.04	27.34	146.10	876.68	(144.92)	731.76
319. Underlayment - 1/4" lauan/mahogany plywood	158.06 SF	1.44	5.12	46.54	279.27	(9.05)	270.22
320. Clean window unit (per side) 10 - 20 SF	1.00 EA	10.48	0.76	2.10	13.34	(0.00)	13.34

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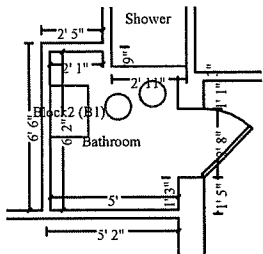


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CONTINUED - Kitchen

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
321. Interior door - solid alder - paneled - pre-hung unit	1.00 EA	444.67	23.68	93.68	562.03	(0.00)	562.03
322. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
323. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
324. Seal & paint door/window trim & jamb - (per side)	2.00 EA	26.28	0.53	10.62	63.71	(3.10)	60.61
325. Window blind - PVC - 1" - 14.1 to 20 SF	1.00 EA	70.90	1.61	14.50	87.01	(11.38)	75.63
326. Ceiling fan & light	1.00 EA	270.38	7.65	55.62	333.65	(67.58)	266.07
327. Cabinetry - lower (base) units	7.50 LF	166.48	60.61	261.84	1,571.05	(214.16)	1,356.89
328. Sink - double	1.00 EA	319.16	14.58	66.76	400.50	(51.51)	348.99
329. Sink strainer and drain assembly	2.00 EA	38.48	2.16	15.84	94.96	(3.82)	91.14
330. Sink faucet - Kitchen	1.00 EA	228.40	10.63	47.80	286.83	(125.22)	161.61
331. Sink sprayer attachment - side pull	1.00 EA	38.73	1.09	7.96	47.78	(9.67)	38.11
332. Angle stop valve	2.00 EA	24.98	0.86	10.18	61.00	(1.53)	59.47
333. Countertop - solid surface	7.50 SF	57.25	18.95	89.68	538.01	(133.88)	404.13
334. Cabinetry - upper (wall) units	9.50 LF	126.20	53.81	250.54	1,503.25	(190.14)	1,313.11
335. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
336. 110 volt copper wiring run, box and GFI outlet	1.00 EA	63.73	1.35	13.02	78.10	(0.00)	78.10
Totals: Kitchen			340.64	2,234.72	13,416.22	1,409.63	12,006.59



Bathroom

Height: 8' 9"

159.22 SF Walls	29.28 SF Ceiling
188.49 SF Walls & Ceiling	29.28 SF Floor
3.25 SY Flooring	14.76 LF Floor Perimeter
22.33 LF Ceil. Perimeter	

Door

2' 8" X 6' 8"

Opens into BEDROOM

Missing Wall

2' 10 7/8" X 8' 9"

Opens into SHOWER

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
337. Seal floor or ceiling joist system (shellac)	29.28 SF	1.18	0.56	7.04	42.15	(0.00)	42.15

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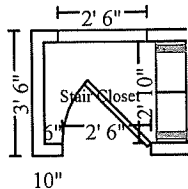
CONTINUED - Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
338. Clean floor or roof joist system	29.28 SF	0.67	1.46	3.92	25.00	(0.00)	25.00
339. 1/2" drywall - hung, taped, ready for texture	29.28 SF	1.67	0.91	9.96	59.77	(0.00)	59.77
340. Seal & texture paint the ceiling	29.28 SF	1.00	0.53	5.96	35.77	(3.11)	32.66
341. Crown molding - 3 1/4"	22.33 LF	3.36	1.69	15.34	92.06	(0.00)	92.06
342. Seal & paint crown molding - two coats	22.33 LF	1.24	0.16	5.58	33.43	(0.94)	32.49
343. Two coat plaster over 5/8" gypsum core blueboard	159.22 SF	7.12	15.76	229.90	1,379.31	(92.82)	1,286.49
344. Seal/prime then paint the walls (2 coats)	159.22 SF	0.80	1.53	25.78	154.69	(9.00)	145.69
345. Baseboard - 6" stain grade	14.76 LF	5.42	3.12	16.62	99.74	(0.00)	99.74
346. Seal & paint baseboard, oversized - two coats	14.76 LF	1.33	0.13	3.94	23.70	(1.09)	22.61
347. Vinyl floor covering (sheet goods)	58.08 SF	3.04	6.87	36.70	220.13	(36.39)	183.74
348. Underlayment - 1/4" lauan/mahogany plywood	29.28 SF	1.44	0.95	8.64	51.75	(0.00)	51.75
349. Medicine cabinet	1.00 EA	185.36	9.54	38.98	233.88	(84.27)	149.61
350. Vanity	2.00 LF	166.79	16.20	69.96	419.74	(57.24)	362.50
351. Vanity top - Detach & reset	2.00 LF	39.88	0.00	15.96	95.72	(0.00)	95.72
352. Toilet - Reset	1.00 EA	98.82	0.32	19.82	118.96	(0.00)	118.96
353. Clean toilet	1.00 EA	15.17	1.09	3.04	19.30	(0.00)	19.30
354. Toilet seat	1.00 EA	47.23	1.89	9.82	58.94	(33.36)	25.58
355. Bath accessory	2.00 EA	26.97	1.65	11.12	66.71	(0.00)	66.71
356. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
357. 110 volt copper wiring run, box and GFI outlet	1.00 EA	63.73	1.35	13.02	78.10	(0.00)	78.10
Totals: Bathroom			68.02	591.88	3,553.54	318.22	3,235.32



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Stair Closet

Height: 7' 4"

34.31 SF Walls	8.97 SF Ceiling
43.28 SF Walls & Ceiling	8.97 SF Floor
1.00 SY Flooring	4.17 LF Floor Perimeter
9.17 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into Exterior

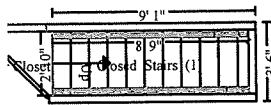
Missing Wall - Goes to Floor

2' 6" X 6' 6"

Opens into Exterior

Subroom: Closed Stairs (1)

Height: Sloped



139.73 SF Walls	31.25 SF Ceiling
170.97 SF Walls & Ceiling	44.75 SF Floor
4.97 SY Flooring	20.69 LF Floor Perimeter
21.25 LF Ceil. Perimeter	

Missing Wall

2' 10" X 8'

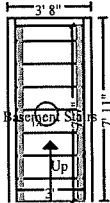
Opens into STAIR_CLOSET

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
358. Seal floor or ceiling joist system (shellac)	40.22 SF	1.18	0.77	9.66	57.89	(0.00)	57.89
359. Clean floor or roof joist system	40.22 SF	0.67	1.99	5.42	34.36	(0.00)	34.36
360. Two coat plaster over 5/8" gypsum core blueboard	40.22 SF	7.12	3.98	58.08	348.43	(23.45)	324.98
drywall is hung behind paneling and as a 2nd layer on portion of stair ceiling. Does not cover all of surfaces							
361. Seal the ceiling w/latex based stain blocker - one coat	40.22 SF	0.52	0.19	4.22	25.32	(0.00)	25.32
362. Seal/prime then paint the walls (2 coats)	174.03 SF	0.80	1.67	28.18	169.07	(9.84)	159.23
363. Glue down carpet	73.00 SF	2.12	7.10	32.38	194.24	(87.75)	106.49
364. Carpet - metal transition strip	2.50 LF	3.27	0.24	1.68	10.10	(2.97)	7.13
365. Seal & paint stair tread - per side - per LF	68.00 LF	4.51	3.26	62.00	371.94	(19.22)	352.72
366. Seal & paint stair riser - per side - per LF	72.00 LF	3.00	2.29	43.66	261.95	(13.48)	248.47
367. Door dummy knob - interior	1.00 EA	26.94	0.82	5.54	33.30	(0.00)	33.30
368. Interior door - solid alder - paneled - pre-hung unit	1.00 EA	444.67	23.68	93.68	562.03	(0.00)	562.03
369. Door opening (jamb & casing) - 32"to36"wide - stain grade	1.00 EA	139.84	5.87	29.14	174.85	<0.00>	174.85
370. 110 volt copper wiring run, box and switch	2.00 EA	50.40	1.16	20.40	122.36	(0.00)	122.36
Totals: Stair Closet			53.02	394.04	2,365.84	156.71	2,209.13



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Basement Stairs

Height: Sloped

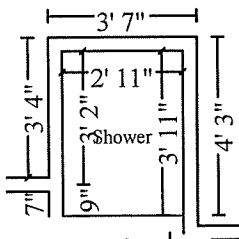
105.83 SF Walls	29.14 SF Ceiling
134.97 SF Walls & Ceiling	41.63 SF Floor
4.63 SY Flooring	17.94 LF Floor Perimeter
18.61 LF Ceil. Perimeter	

Missing Wall

3' X 7'

Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
371. Cleaning Technician - incl. cleaning agent - per hour	1.00 HR	31.94	2.37	6.40	40.71	(0.00)	40.71
372. Interior door - solid alder - paneled - pre-hung unit	1.00 EA	444.67	23.68	93.68	562.03	(0.00)	562.03
373. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
374. Stain & finish door slab only (per side)	1.00 EA	48.15	0.45	9.74	58.34	(2.64)	55.70
375. Seal & paint door/window trim & jamb - (per side)	1.00 EA	26.28	0.26	5.32	31.86	(1.55)	30.31
376. Seal the walls and ceiling w/latex based stain blocker - one coat	134.97 SF	0.52	0.65	14.18	85.01	(0.00)	85.01
377. 110 volt copper wiring run, box and switch	2.00 EA	50.40	1.16	20.40	122.36	(0.00)	122.36
Totals: Basement Stairs			29.85	158.62	953.64	4.19	949.45



Shower

Height: 6' 4"

68.03 SF Walls	11.39 SF Ceiling
79.43 SF Walls & Ceiling	11.39 SF Floor
1.27 SY Flooring	10.74 LF Floor Perimeter
13.65 LF Ceil. Perimeter	

Missing Wall

2' 10 7/8" X 6' 4"

Opens into BATHROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
378. Seal floor or ceiling joist system (shellac)	11.39 SF	1.18	0.22	2.72	16.38	(0.00)	16.38
379. Clean floor or roof joist system	11.39 SF	0.67	0.56	1.52	9.71	(0.00)	9.71
380. 1/2" water rock (greenboard) hung, taped ready for texture	79.43 SF	1.78	2.81	28.84	173.04	(0.00)	173.04
381. Seal/prime then paint the ceiling (2 coats)	11.39 SF	0.80	0.11	1.84	11.06	(0.65)	10.41
382. Shower head only - Premium grade	1.00 EA	178.62	9.60	37.64	225.86	(84.80)	141.06

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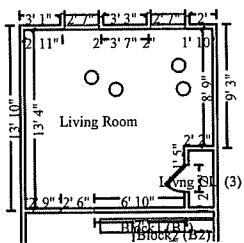
CONTINUED - Shower

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
383. Shower faucet	1.00 EA	198.29	7.80	41.22	247.31	(68.90)	178.41
Totals: Shower			21.10	113.78	683.36	154.35	529.01
Total: Main Level			985.79	7,541.38	45,346.99	3,300.81	42,046.18
Total: 1st Floor Unit			985.79	7,541.38	45,346.99	3,300.81	42,046.18

Unit A Main Level

Main Level

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
384. Seal stud wall for odor control (shellac)	1,256.93 SF	0.88	20.36	225.30	1,351.76	(0.00)	1,351.76
385. Clean stud wall	1,256.93 SF	0.54	50.49	136.04	865.27	(0.00)	865.27
Total: Main Level			70.85	361.34	2,217.03	0.00	2,217.03



Missing Wall - Goes to Floor

Living Room

Height: 8'

383.74 SF Walls	178.96 SF Ceiling
562.69 SF Walls & Ceiling	178.96 SF Floor
19.88 SY Flooring	50.50 LF Floor Perimeter
55.00 LF Ceil. Perimeter	

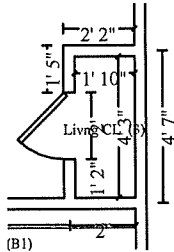
2' 6" X 6' 8"

Opens into KITCHEN



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Door

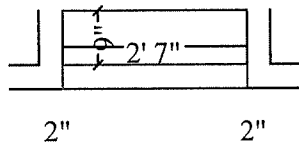
2' X 6' 8"

Opens into LIVING_ROOM

Subroom: Livng CL (3)

Height: 8'

84.00 SF Walls	7.79 SF Ceiling
91.79 SF Walls & Ceiling	7.79 SF Floor
0.87 SY Flooring	10.17 LF Floor Perimeter
12.17 LF Ceil. Perimeter	



Subroom: Room2 (1)

Height: 5' 1"

7.62 SF Walls	1.94 SF Ceiling
9.56 SF Walls & Ceiling	1.94 SF Floor
0.22 SY Flooring	4.08 LF Floor Perimeter
4.08 LF Ceil. Perimeter	

Missing Wall

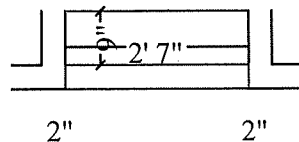
2' 7" X 5' 1"

Opens into Exterior

Missing Wall - Goes to neither Floor/Ceiling

2' 7" X 5' 1"

Opens into LIVING_ROOM



Subroom: Room3 (2)

Height: 5' 1"

7.62 SF Walls	1.94 SF Ceiling
9.56 SF Walls & Ceiling	1.94 SF Floor
0.22 SY Flooring	4.08 LF Floor Perimeter
4.08 LF Ceil. Perimeter	

Missing Wall

2' 7" X 5' 1"

Opens into Exterior

Missing Wall - Goes to neither Floor/Ceiling

2' 7" X 5' 1"

Opens into LIVING_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
386. Seal floor or ceiling joist system (shellac)	186.75 SF	1.18	3.59	44.80	268.76	(0.00)	268.76
387. Clean floor or roof joist system	186.75 SF	0.67	9.24	25.06	159.42	(0.00)	159.42
388. Furring strip - 1" x 3"	178.96 SF	0.89	2.90	32.44	194.61	(0.00)	194.61
389. Two coat plaster over 5/8" gypsum core blueboard	178.96 SF	7.12	17.72	258.38	1,550.30	(104.34)	1,445.96
390. Acoustic ceiling tile	178.96 SF	3.14	16.43	115.66	694.02	(29.02)	665.00
391. Blown-in insulation - 8" depth - R19	190.63 SF	0.74	4.58	29.14	174.79	(0.00)	174.79
392. Crown molding - 2 1/4"	75.33 LF	2.80	3.66	42.92	257.50	(0.00)	257.50
393. Seal & paint crown molding - two coats	75.33 LF	1.24	0.54	18.78	112.73	(3.19)	109.54
394. Paneling - Standard grade	482.99 SF	1.94	13.91	190.18	1,141.09	(49.15)	1,091.94
395. Seal & paint paneling	482.99 SF	0.99	5.22	96.68	580.06	(30.72)	549.34

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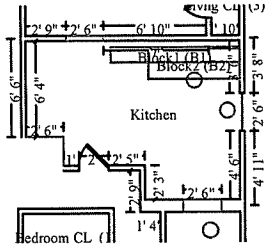
CONTINUED - Living Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
396. 1/2" drywall - hung only (no tape or finish)	482.99 SF	1.16	13.62	114.78	688.67	(0.00)	688.67
397. Corner trim	204.00 LF	1.55	9.18	65.08	390.46	(0.00)	390.46
398. Seal & paint corner trim - two coats	204.00 LF	0.92	1.35	37.82	226.85	(7.93)	218.92
399. Baseboard - 6"	59.25 LF	4.46	9.46	54.76	328.48	(0.00)	328.48
400. Seal & paint baseboard, oversized - two coats	42.83 LF	1.33	0.39	11.48	68.83	(3.18)	65.65
401. Carpet pad	186.75 SF	0.57	5.38	22.38	134.21	(66.52)	67.69
402. Carpet	212.58 SF	3.16	31.50	140.66	843.91	(389.60)	454.31
403. Bifold door set - lauan/mahogany - Double	1.00 EA	188.49	6.05	38.92	233.46	(0.00)	233.46
404. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA	95.90	3.31	19.84	119.05	(0.00)	119.05
405. Door dummy knob - interior	1.00 EA	26.94	0.82	5.54	33.30	(0.00)	33.30
Bifold door has knob							
406. Seal & paint door slab only (per side)	2.00 EA	31.89	0.91	12.94	77.63	(5.34)	72.29
407. Paint bifold door set - slab only - 2 coats (per side)	2.00 EA	41.73	1.59	17.02	102.07	(9.37)	92.70
408. Door opening (jamb & casing) - up to 32"wide - paint grade	1.00 EA	85.94	3.21	17.82	106.97	(0.00)	106.97
409. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91
410. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
411. Window blind - PVC - 1" - 7.1 to 14 SF	2.00 EA	61.61	2.38	25.12	150.72	(16.85)	133.87
412. Thermostat - electric heat	1.00 EA	55.11	1.16	11.26	67.53	(1.18)	66.35
414. Prime & paint radiator unit	1.00 EA	53.73	0.38	10.82	64.93	(2.22)	62.71
415. Vinyl window - double hung, 13-19 sf	2.00 EA	285.97	24.26	119.24	715.44	(142.85)	572.59
416. Seal & paint door or window opening (per side)	2.00 EA	26.36	0.54	10.64	63.90	(3.15)	60.75
417. Sheathing - plywood - 3/4" - tongue and groove	178.96 SF	2.25	12.99	83.14	498.79	(0.00)	498.79
Totals: Living Room			209.22	1,702.10	10,221.24	888.30	9,332.94



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Kitchen

Height: 8'

303.21 SF Walls
429.35 SF Walls & Ceiling
14.02 SY Flooring
44.92 LF Ceil. Perimeter

126.15 SF Ceiling
126.15 SF Floor
35.92 LF Floor Perimeter

Missing Wall	2' 6" X 8'	Opens into Exterior
Missing Wall	1' 11" X 8'	Opens into Exterior
Door	2' X 5' 8"	Opens into Exterior
Missing Wall - Goes to Floor	2' 6" X 6' 3"	Opens into HALLWAY
Window	2' 6" X 5'	Opens into Exterior
Missing Wall - Goes to Floor	2' 6" X 6' 8"	Opens into LIVING_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
418. Seal floor or ceiling joist system (shellac)	126.15 SF	1.18	2.42	30.26	181.54	(0.00)	181.54
419. Clean floor or roof joist system	126.15 SF	0.67	6.25	16.94	107.71	(0.00)	107.71
420. Two coat plaster over 5/8" gypsum core blueboard	126.15 SF	7.12	12.49	182.14	1,092.82	(73.54)	1,019.28
421. Acoustic ceiling tile	126.15 SF	3.14	11.58	81.54	489.23	(20.46)	468.77
422. Batt insulation - 10" - R30 - paper faced	126.15 SF	1.36	6.43	35.60	213.59	(0.00)	213.59
423. Trim board - 1" x 4" - installed (pine)	9.67 LF	2.83	0.74	5.62	33.73	(0.00)	33.73
424. Trim board - 1" x 2" - installed (pine)	9.67 LF	2.17	0.44	4.28	25.70	(0.00)	25.70
425. Paneling - Standard grade	303.21 SF	1.94	8.73	119.38	716.34	(30.86)	685.48
426. Seal & paint paneling	303.21 SF	0.99	3.27	60.70	364.15	(19.28)	344.87
427. 1/2" drywall - hung only (no tape or finish)	303.21 SF	1.16	8.55	72.06	432.33	(0.00)	432.33
428. Corner trim	45.92 LF	1.55	2.07	14.66	87.91	(0.00)	87.91
429. Seal & paint corner trim - two coats	45.92 LF	0.92	0.30	8.52	51.07	(1.78)	49.29
430. Casing - 2 1/4"	9.08 LF	1.65	0.46	3.10	18.54	(0.00)	18.54
Trim above upper cabinets and as toe kick of lower base cabinets. Also framed as access panel							
431. Seal & paint trim - two coats	9.08 LF	1.18	0.06	2.16	12.93	(0.35)	12.58
432. Baseboard - 3 1/4"	26.67 LF	2.82	2.00	15.44	92.65	(0.00)	92.65
433. Base shoe	45.25 LF	1.13	1.19	10.46	62.78	(0.00)	62.78
434. Stain & finish baseboard w/cap &/or shoe	45.25 LF	1.54	0.49	14.04	84.22	(2.88)	81.34
435. Vinyl floor covering (sheet goods)	167.33 SF	3.04	19.78	105.70	634.16	(104.82)	529.34
436. Underlayment - 1/4" lauan/mahogany plywood	126.15 SF	1.44	4.09	37.16	222.91	(7.22)	215.69
437. Cabinetry - upper (wall) units	8.50 LF	126.20	48.15	224.18	1,345.03	(170.13)	1,174.90
438. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91

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Nationwide Property & Casualty Insurance Company

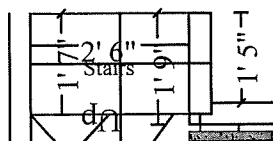
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CONTINUED - Kitchen

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
439. Cabinetry - lower (base) units	6.00 LF	166.48	48.49	209.48	1,256.85	(171.33)	1,085.52
440. Countertop - post formed plastic laminate	6.00 LF	44.76	11.75	56.08	336.39	(138.39)	198.00
441. Sink - double	1.00 EA	319.16	14.58	66.76	400.50	(51.51)	348.99
442. Sink strainer and drain assembly	2.00 EA	38.48	2.16	15.84	94.96	(0.00)	94.96
443. Vinyl tile - self adhesive used as backsplash	14.78 SF	2.09	0.96	6.38	38.23	(5.08)	33.15
444. Sink faucet - Kitchen	1.00 EA	228.40	10.63	47.80	286.83	(125.22)	161.61
445. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
446. Window blind - PVC - 1" - 7.1 to 14 SF	1.00 EA	61.61	1.19	12.56	75.36	(8.43)	66.93
447. Vinyl window - double hung, 13-19 sf	1.00 EA	285.97	12.13	59.62	357.72	(71.42)	286.30
448. Range hood - Standard grade	1.00 EA	123.01	3.78	25.36	152.15	(9.54)	142.61
449. Refrigerator - top freezer - 14 to 18 cf	1.00 EA	610.20	35.46	129.14	774.80	(89.50)	685.30
450. Window sill	2.67 LF	2.72	0.17	1.50	8.93	(0.00)	8.93
451. Seal & paint door or window opening (per side)	2.00 EA	26.36	0.54	10.64	63.90	(3.15)	60.75
452. Range - freestanding - electric	1.00 EA	615.32	33.63	129.78	778.73	(91.39)	687.34
453. Sheathing - plywood - 3/4" - tongue and groove	126.15 SF	2.25	9.16	58.60	351.60	(0.00)	351.60
Totals: Kitchen			327.07	1,902.28	11,419.05	1,219.97	10,199.08

Stairs

Height: 8' 8"



12.17 SF Walls
16.13 SF Walls & Ceiling
1.12 SY Flooring
1.58 LF Ceil. Perimeter

3.96 SF Ceiling
10.04 SF Floor
2.02 LF Floor Perimeter

Missing Wall

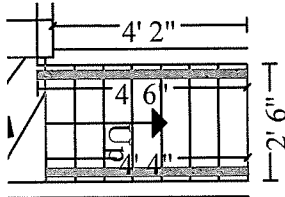
2' 6" X 8' 7 1/2"

Opens into Exterior



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Subroom: Stairs2 (3)

Height: 6'

31.75 SF Walls	10.83 SF Ceiling
42.59 SF Walls & Ceiling	25.53 SF Floor
2.84 SY Flooring	13.22 LF Floor Perimeter
8.83 LF Ceil. Perimeter	

Missing Wall

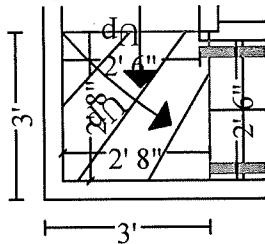
2' 6" X 5' 11 9/16"

Opens into STAIRS1

Missing Wall

2' 6" X 5' 11 9/16"

Opens into Exterior



Subroom: Stairs1 (2)

Height: Sloped

66.51 SF Walls	7.78 SF Ceiling
74.29 SF Walls & Ceiling	7.11 SF Floor
0.79 SY Flooring	5.33 LF Floor Perimeter
5.59 LF Ceil. Perimeter	

Missing Wall

2' 6" X 13' 4"

Opens into STAIRS

Missing Wall

2' 6" X 13' 4"

Opens into STAIRS2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
454. Paneling - Standard grade	16.37 SF	1.94	0.47	6.46	38.69	(1.66)	37.03
455. Two coat plaster over 5/8" gypsum core blueboard	110.43 SF	7.12	10.93	159.44	956.63	(64.38)	892.25
456. Seal & paint paneling	16.37 SF	0.99	0.18	3.28	19.67	(1.04)	18.63
457. Paint masonry	94.06 SF	0.72	1.58	13.86	83.16	(9.31)	73.85
458. Casing - 2 1/4"	7.00 LF	1.65	0.35	2.40	14.30	(0.00)	14.30
459. Corner trim	69.67 LF	1.55	3.14	22.22	133.35	(0.00)	133.35
460. Seal & paint corner trim - two coats	69.67 LF	0.92	0.46	12.92	77.48	(2.70)	74.78
461. Door opening (jamb & casing) - up to 32"wide - paint grade	1.00 EA	85.94	3.21	17.82	106.97	(0.00)	106.97
462. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91
463. Carpet pad	42.68 SF	0.57	1.23	5.10	30.66	(15.20)	15.46
464. Carpet	85.83 SF	3.16	12.72	56.78	340.72	(157.30)	183.42
465. Fire alarm - Horn/Bell*	1.00 EA	8.24	0.03	1.64	9.91	(0.34)	9.57
466. Baseboard electric heater - 4'	1.00 EA	107.42	2.70	22.02	132.14	(11.93)	120.21
467. Handrail - round / oval - softwood - wall mounted	4.00 LF	9.20	0.79	7.52	45.11	(0.00)	45.11
468. Paint handrail - wall mounted	4.00 LF	0.94	0.04	0.76	4.56	(0.21)	4.35
469. Seal & paint stair tread - per side - per LF	35.00 LF	4.51	1.68	31.92	191.45	(9.89)	181.56
470. Seal & paint stair riser - per side - per LF	32.50 LF	3.00	1.03	19.70	118.23	(6.08)	112.15

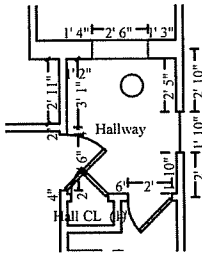


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CONTINUED - Stairs

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Stairs			41.33	399.76	2,398.58	284.68	2,113.90



Hallway

Height: 8'

111.01 SF Walls	29.91 SF Ceiling
140.92 SF Walls & Ceiling	29.91 SF Floor
3.32 SY Flooring	13.33 LF Floor Perimeter
22.00 LF Ceil. Perimeter	

Door

2' X 6' 8"

Opens into BATHROOM

Window

1' 10" X 4' 6"

Opens into Exterior

Missing Wall - Goes to Floor

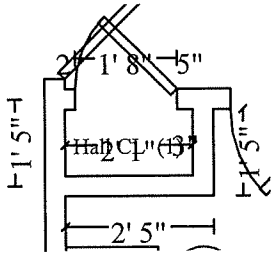
2' 6" X 6' 3"

Opens into KITCHEN

Door

2' 6" X 6' 8"

Opens into BEDROOM



Subroom: Hall CL (1)

Height: 8'

39.56 SF Walls	2.26 SF Ceiling
41.81 SF Walls & Ceiling	2.26 SF Floor
0.25 SY Flooring	4.67 LF Floor Perimeter
6.33 LF Ceil. Perimeter	

Door

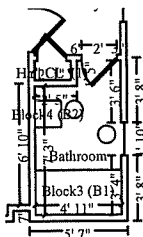
1' 8" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
471. Seal floor or ceiling joist system (shellac)	35.47 SF	1.18	0.68	8.52	51.05	(0.00)	51.05
472. Clean floor or roof joist system	35.47 SF	0.67	1.76	4.76	30.28	(0.00)	30.28
473. Seal & paint crown molding - two coats	28.33 LF	1.24	0.20	7.06	42.39	(1.20)	41.19
474. Blown-in insulation - 8" depth - R19	32.17 SF	0.74	0.77	4.92	29.50	(0.00)	29.50
475. Seal/prime then paint the walls and ceiling (2 coats)	182.74 SF	0.80	1.75	29.60	177.54	(10.33)	167.21
476. 1/2" drywall - hung, taped, floated, ready for paint	150.57 SF	1.87	4.70	57.26	343.53	(0.00)	343.53
477. Baseboard - 6"	8.42 LF	4.46	1.34	7.78	46.67	(0.00)	46.67

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DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
478. Seal & paint baseboard, oversized - two coats	8.42 LF	1.33	0.08	2.26	13.54	(0.63)	12.91
479. Vinyl floor covering (sheet goods)	70.00 SF	3.04	8.27	44.22	265.29	(43.85)	221.44
480. Two coat plaster over 5/8" gypsum core blueboard	32.17 SF	7.12	3.18	46.46	278.69	(18.75)	259.94
481. Interior door - solid alder - paneled - pre-hung unit	1.00 EA	444.67	23.68	93.68	562.03	(0.00)	562.03
482. Door dummy knob - interior	1.00 EA	26.94	0.82	5.54	33.30	(0.00)	33.30
483. Stain & finish door slab only (per side)	3.00 EA	48.15	1.35	29.18	174.98	(7.93)	167.05
484. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
485. Window blind - PVC - 1" - 7.1 to 14 SF	2.00 EA	61.61	2.38	25.12	150.72	(16.85)	133.87
486. Vinyl window - double hung, 4-8 sf	1.00 EA	203.87	8.64	42.50	255.01	(50.89)	204.12
487. Seal & paint door/window trim & jamb - (per side)	4.00 EA	26.28	1.05	21.24	127.41	(6.19)	121.22
488. Closet package - hall/linen (4 shelves 3' wide)	1.00 EA	127.92	3.86	26.36	158.14	(0.00)	158.14
489. Seal & paint closet shelving - linen closet	1.00 EA	74.42	0.76	15.04	90.22	(4.45)	85.77
490. Seal & paint door or window opening (per side)	1.00 EA	26.36	0.27	5.34	31.97	(1.58)	30.39
491. Sheathing - plywood - 3/4" - tongue and groove	29.91 SF	2.25	2.17	13.90	83.37	(0.00)	83.37
Totals: Hallway			69.87	503.62	3,022.84	181.70	2,841.14



Height: 8'

195.75 SF Walls	39.19 SF Ceiling
234.94 SF Walls & Ceiling	26.90 SF Floor
2.99 SY Flooring	13.75 LF Floor Perimeter
27.17 LF Ceil. Perimeter	

1' 10" X 4' 6"

Opens into Exterior

2' X 6' 8"

Opens into HALLWAY

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
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CONTINUED - Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
492. Seal floor or ceiling joist system (shellac)	39.19 SF	1.18	0.75	9.40	56.39	(0.00)	56.39
493. Clean floor or roof joist system	39.19 SF	0.67	1.95	5.28	33.49	(0.00)	33.49
494. Batt insulation - 10" - R30 - paper faced	39.19 SF	1.36	2.00	11.06	66.36	(0.00)	66.36
495. 1/2" drywall - hung, taped, floated, ready for paint	234.94 SF	1.87	7.33	89.32	535.99	(0.00)	535.99
496. Seal/prime then paint part of the walls and ceiling (2 coats)	169.94 SF	0.80	1.63	27.52	165.10	(9.60)	155.50
497. Stud wall - 2x4 (per BF)	20.00 BF	2.11	1.09	8.66	51.95	(0.00)	51.95
in order to affect repairs the wall around tub end will need to be replaced							
498. Waterproof paneling w/trim	65.00 SF	2.32	2.65	30.70	184.15	(9.37)	174.78
499. Trim board - 1" x 2" - installed (pine)	24.83 LF	2.17	1.13	11.00	66.01	(0.00)	66.01
500. Seal & paint trim - two coats	24.83 LF	1.18	0.16	5.90	35.36	(0.96)	34.40
501. Underlayment - 1/4" lauan/mahogany plywood	26.90 SF	1.44	0.87	7.92	47.53	(1.54)	45.99
502. Vinyl floor covering (sheet goods)	60.75 SF	3.04	7.18	38.38	230.24	(38.05)	192.19
503. Carpet - metal transition strip	2.00 LF	3.27	0.19	1.34	8.07	(2.37)	5.70
504. Window blind - PVC - 1" - 7.1 to 14 SF	1.00 EA	61.61	1.19	12.56	75.36	(8.43)	66.93
505. Interior door unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
506. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
507. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
508. Seal & paint door/window trim & jamb - (per side)	1.00 EA	26.28	0.26	5.32	31.86	(1.55)	30.31
509. Toilet - Detach & reset	1.00 EA	161.02	0.32	32.26	193.60	(0.00)	193.60
510. Toilet seat	1.00 EA	47.23	1.89	9.82	58.94	(33.36)	25.58
511. Fiberglass shower unit - Detach & reset	1.00 EA	328.29	0.00	65.66	393.95	(0.00)	393.95
512. Detach & Reset Shower faucet	1.00 EA	51.21	0.00	10.24	61.45	(0.00)	61.45
513. Bathroom ventilation fan	1.00 EA	78.00	2.68	16.14	96.82	(47.38)	49.44
514. Clothes dryer vent - installed	1.00 EA	53.16	1.69	10.98	65.83	(14.95)	50.88
515. Medicine cabinet	1.00 EA	185.36	9.54	38.98	233.88	(84.27)	149.61
516. Vanity	1.50 LF	166.79	12.15	52.48	314.82	(42.93)	271.89
517. Vanity top - Detach & reset	1.50 LF	39.88	0.00	11.96	71.78	(0.00)	71.78
518. Light bar - 3 lights	1.00 EA	62.51	1.61	12.82	76.94	(14.19)	62.75
519. Bath accessory	3.00 EA	26.97	2.47	16.68	100.06	(0.00)	100.06
520. Clean window unit (per side) 10 - 20 SF	1.00 EA	10.48	0.76	2.10	13.34	(0.00)	13.34

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1/21/2020

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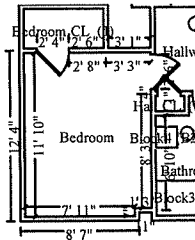


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CONTINUED - Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
521. Cleaning Technician - incl. cleaning agent - per hour cleaning of fixtures	2.00 HR	31.94	4.75	12.80	81.43	(0.00)	81.43
522. Seal & paint door or window opening (per side)	1.00 EA	26.36	0.27	5.34	31.97	(1.58)	30.39
523. Sheathing - plywood - 3/4" - tongue and groove	26.90 SF	2.25	1.95	12.50	74.98	(0.00)	74.98
Totals: Bathroom			77.23	624.74	3,755.24	313.20	3,442.04



Bedroom

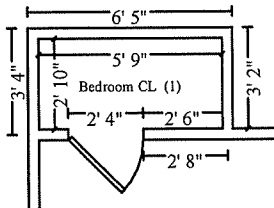
Height: 8'

303.78 SF Walls	107.74 SF Ceiling
411.52 SF Walls & Ceiling	107.74 SF Floor
11.97 SY Flooring	37.17 LF Floor Perimeter
42.00 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into HALLWAY



Subroom: Bedroom CL (1)

Height: 8'

121.78 SF Walls	16.29 SF Ceiling
138.07 SF Walls & Ceiling	16.29 SF Floor
1.81 SY Flooring	14.83 LF Floor Perimeter
17.17 LF Ceil. Perimeter	

Door

2' 4" X 6' 8"

Opens into BEDROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
524. Seal floor or ceiling joist system (shellac)	124.03 SF	1.18	2.38	29.76	178.50	(0.00)	178.50
525. Clean floor or roof joist system	124.03 SF	0.67	6.15	16.66	105.91	(0.00)	105.91
526. Batt insulation - 10" - R30 - paper faced	124.03 SF	1.36	6.33	35.00	210.01	(0.00)	210.01
527. 1/2" drywall - hung, taped, floated, ready for paint	549.59 SF	1.87	17.15	208.98	1,253.86	(0.00)	1,253.86


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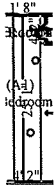
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CONTINUED - Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
528. Seal & paint crown molding - two coats	11.33 LF	1.24	0.08	2.84	16.97	(0.48)	16.49
529. Crown molding - 3 1/4"	11.33 LF	3.36	0.86	7.80	46.73	(0.00)	46.73
530. Seal/prime then paint the walls and ceiling (2 coats)	549.59 SF	0.80	5.28	89.00	533.95	(31.07)	502.88
531. Window blind - PVC - 1" - 7.1 to 14 SF	1.00 EA	61.61	1.19	12.56	75.36	(8.43)	66.93
532. Baseboard - 6"	29.00 LF	4.46	4.63	26.78	160.75	(0.00)	160.75
533. Seal & paint baseboard, oversized - two coats	18.50 LF	1.33	0.17	4.96	29.74	(1.38)	28.36
534. Carpet pad	124.03 SF	0.57	3.57	14.86	89.13	(44.17)	44.96
535. Carpet	148.08 SF	3.16	21.95	97.98	587.86	(271.39)	316.47
536. Interior door - solid alder - paneled - pre-hung unit	1.00 EA	444.67	23.68	93.68	562.03	(0.00)	562.03
537. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
538. Stain & finish door slab only (per side)	1.00 EA	48.15	0.45	9.74	58.34	(2.64)	55.70
539. Seal & paint door/window trim & jamb - (per side)	2.00 EA	26.28	0.53	10.62	63.71	(3.10)	60.61
541. Prime & paint radiator unit	1.00 EA	53.73	0.38	10.82	64.93	(2.22)	62.71
542. Closet shelf and rod package	5.75 LF	17.23	1.41	20.10	120.58	(0.00)	120.58
543. Seal & paint closet shelving - single shelf	1.00 EA	42.93	0.23	8.62	51.78	(1.37)	50.41
544. Sheathing - plywood - 3/4" - tongue and groove	124.03 SF	2.25	9.00	57.62	345.69	(0.00)	345.69
Totals: Bedroom			106.70	767.28	4,609.16	366.25	4,242.91
Total: Main Level			902.27	6,261.12	37,643.14	3,254.10	34,389.04

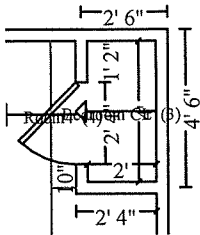
2nd Floor

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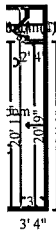
48.26 SF Walls	104.51 SF Ceiling
152.78 SF Walls & Ceiling	104.51 SF Floor
11.61 SY Flooring	6.67 LF Floor Perimeter
8.33 LF Ceil. Perimeter	

Opens into Exterior



51.94 SF Walls	12.44 SF Ceiling
64.38 SF Walls & Ceiling	7.83 SF Floor
0.87 SY Flooring	9.58 LF Floor Perimeter
14.22 LF Ceil. Perimeter	

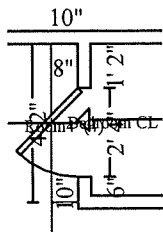
Opens into ROOM4



112.63 SF Walls	86.91 SF Ceiling
199.54 SF Walls & Ceiling	62.37 SF Floor
6.93 SY Flooring	26.04 LF Floor Perimeter
29.11 LF Ceil. Perimeter	

Opens into BEDROOM

Opens into ROOM4



23.16 SF Walls	22.00 SF Ceiling
45.16 SF Walls & Ceiling	2.95 SF Floor
0.33 SY Flooring	2.71 LF Floor Perimeter
14.89 LF Ceil. Perimeter	

Opens into BEDROOM

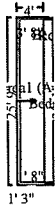
Opens into BEDROOM_CL

Opens into ROOM3



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Subroom: Room5 (1)

Height: Sloped

134.98 SF Walls
251.95 SF Walls & Ceiling
10.22 SY Flooring
34.41 LF Ceil. Perimeter

116.97 SF Ceiling
91.97 SF Floor
30.75 LF Floor Perimeter

Missing Wall

25' 1" X 3' 11"

Opens into BEDROOM

Window - Goes to Floor

1' 8" X 4' 8"

Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
546. Rigid foam insulation board - 1"	713.80 SF	1.14	32.55	169.26	1,015.54	(0.00)	1,015.54
547. Two coat plaster over 5/8" gypsum core blueboard	713.80 SF	7.12	70.67	1,030.60	6,183.53	(416.15)	5,767.38
548. Seal/prime then paint the walls and ceiling (2 coats)	713.80 SF	0.80	6.85	115.58	693.47	(40.35)	653.12
549. 1/2" drywall - hung, taped, floated, ready for paint	370.97 SF	1.87	11.57	141.06	846.34	(0.00)	846.34
There is drywall nailed to plaster							
550. Door opening (jamb & casing) - up to 32"wide - paint grade	1.00 EA	85.94	3.21	17.82	106.97	(0.00)	106.97
551. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91
552. Closet shelf and rod package	6.08 LF	17.23	1.49	21.26	127.51	(0.00)	127.51
553. Seal & paint closet shelving - single shelf	1.00 EA	42.93	0.23	8.62	51.78	(1.37)	50.41
554. Seal & paint door or window opening (per side)	4.00 EA	26.36	1.07	21.30	127.81	(6.31)	121.50
555. Baseboard - 6"	50.75 LF	4.46	8.10	46.90	281.35	(0.00)	281.35
556. Seal & paint baseboard, oversized - two coats	49.75 LF	1.33	0.45	13.34	79.96	(3.69)	76.27
557. Carpet pad	252.72 SF	0.57	7.28	30.28	181.61	(90.01)	91.60
558. Carpet	274.66 SF	3.16	40.70	181.72	1,090.35	(503.38)	586.97
559. Vinyl window - double hung, 4-8 sf	2.00 EA	203.87	17.28	85.00	510.02	(101.79)	408.23
561. Sheathing - plywood - 3/4" - tongue and groove	269.64 SF	2.25	19.58	125.26	751.53	(0.00)	751.53
Totals: Bedroom			221.82	2,023.92	12,143.32	1,167.69	10,975.63
Total: 2nd Floor			221.82	2,023.92	12,143.32	1,167.69	10,975.63
Total: Unit A			1,124.09	8,285.04	49,786.46	4,421.79	45,364.67

Unit B



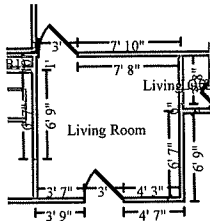
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Main Level

Main Level

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
565. Seal stud wall for odor control (shellac)	1,148.81 SF	0.88	18.61	205.92	1,235.48	(0.00)	1,235.48
566. Clean stud wall	1,148.81 SF	0.54	46.14	124.36	790.86	(0.00)	790.86
Total: Main Level			64.75	330.28	2,026.34	0.00	2,026.34



Living Room

Height: 7' 4"

232.11 SF Walls	116.46 SF Ceiling
348.57 SF Walls & Ceiling	116.46 SF Floor
12.94 SY Flooring	30.50 LF Floor Perimeter
43.17 LF Ceil. Perimeter	

Door

3' X 6' 8"

Opens into Exterior

Door

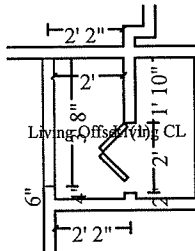
3' X 6' 8"

Opens into BEDROOM

Missing Wall - Goes to Floor

3' X 6' 8"

Opens into KITCHEN



Subroom: Living Offset (1)

Height: 7' 4"

50.69 SF Walls	8.06 SF Ceiling
58.75 SF Walls & Ceiling	8.06 SF Floor
0.90 SY Flooring	6.40 LF Floor Perimeter
12.06 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

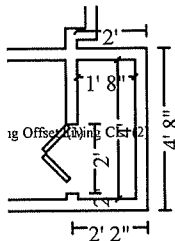
3' 8" X 6' 8"

Opens into LIVING_ROOM

Door

2' X 6' 8"

Opens into LIVING_CL



Subroom: Living CL (2)

Height: 7' 4"

70.25 SF Walls	6.72 SF Ceiling
76.97 SF Walls & Ceiling	6.72 SF Floor
0.75 SY Flooring	9.40 LF Floor Perimeter
11.40 LF Ceil. Perimeter	

Door

2' X 6' 8"

Opens into LIVING_OFFSE

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
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CONTINUED - Living Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
567. Seal floor or ceiling joist system (shellac)	131.24 SF	1.18	2.52	31.48	188.86	(0.00)	188.86
568. Clean floor or roof joist system	131.24 SF	0.67	6.51	17.62	112.06	(0.00)	112.06
569. Acoustic ceiling tile	124.52 SF	3.14	11.43	80.48	482.90	(20.19)	462.71
570. Batt insulation - 10" - R30 - paper faced	131.24 SF	1.36	6.69	37.04	222.22	(0.00)	222.22
571. Underlayment - 1/2" OSB	6.72 SF	1.08	0.15	1.50	8.91	(0.00)	8.91
For closet ceiling							
572. Paint plywood sheathing	6.72 SF	0.49	0.05	0.68	4.02	(0.31)	3.71
For closet ceiling							
573. 1/2" drywall - hung only (no tape or finish)	353.05 SF	1.16	9.96	83.90	503.40	(0.00)	503.40
574. Paneling - Standard grade	353.05 SF	1.94	10.17	139.02	834.11	(35.92)	798.19
575. Seal & paint paneling	353.05 SF	0.99	3.81	70.66	423.99	(22.45)	401.54
576. Corner trim	120.29 LF	1.55	5.41	38.38	230.24	(0.00)	230.24
577. Seal & paint corner trim - two coats	120.29 LF	0.92	0.79	22.30	133.76	(4.67)	129.09
578. Closet Organizer - Wire shelves for Living Closet	4.00 LF	56.79	2.90	46.02	276.08	(0.00)	276.08
579. Baseboard - 6"	36.71 LF	4.46	5.86	33.92	203.51	(0.00)	203.51
580. Seal & paint baseboard, oversized - two coats	36.71 LF	1.33	0.33	9.82	58.97	(2.72)	56.25
581. Carpet pad	131.24 SF	0.57	3.78	15.72	94.31	(46.75)	47.56
582. Carpet	176.75 SF	3.16	26.19	116.94	701.66	(323.93)	377.73
583. Interior door - Colonist - pre-hung unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
584. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
585. Bifold door set - lauan/mahogany - Double	1.00 EA	188.49	6.05	38.92	233.46	(0.00)	233.46
586. Seal & paint door slab only (per side)	2.00 EA	31.89	0.91	12.94	77.63	(5.34)	72.29
587. Paint bifold door set - slab only - 2 coats (per side)	2.00 EA	41.73	1.59	17.02	102.07	(9.37)	92.70
588. Door opening (jamb & casing) - up to 32"wide - paint grade	1.00 EA	85.94	3.21	17.82	106.97	(0.00)	106.97
589. Seal & paint door/window trim & jamb - (per side)	4.00 EA	26.28	1.05	21.24	127.41	(6.19)	121.22
590. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
591. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
Totals: Living Room			122.15	950.22	5,707.21	496.89	5,210.32

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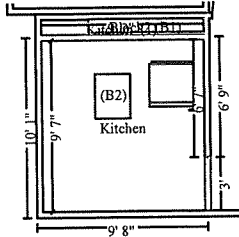
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Kitchen

Height: 7' 4"

251.94 SF Walls	87.85 SF Ceiling
339.79 SF Walls & Ceiling	87.85 SF Floor
9.76 SY Flooring	34.50 LF Floor Perimeter
37.50 LF Ceil. Perimeter	

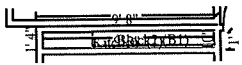
Missing Wall - Goes to Floor

3' X 6' 8"

Opens into LIVING_ROOM

Subroom: Kitchen (1)

Height: 7'



136.94 SF Walls	7.64 SF Ceiling
144.58 SF Walls & Ceiling	7.64 SF Floor
0.85 SY Flooring	12.75 LF Floor Perimeter
20.00 LF Ceil. Perimeter	

Missing Wall - Goes to Ceiling

9' 2" X 0"

Opens into KITCHEN

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
592. Seal floor or ceiling joist system (shellac)	95.49 SF	1.18	1.83	22.90	137.41	(0.00)	137.41
593. Clean floor or roof joist system	95.49 SF	0.67	4.73	12.82	81.53	(0.00)	81.53
594. Acoustic ceiling tile	95.49 SF	3.14	8.77	61.72	370.33	(15.49)	354.84
595. Batt insulation - 10" - R30 - paper faced	95.49 SF	1.36	4.87	26.96	161.70	(0.00)	161.70
596. Trim board - 1" x 4" - installed (pine)	9.67 LF	2.83	0.74	5.62	33.73	(0.00)	33.73
597. Trim board - 1" x 2" - installed (pine)	9.67 LF	2.17	0.44	4.28	25.70	(0.00)	25.70
598. Paneling - Standard grade	388.89 SF	1.94	11.20	153.14	918.79	(39.57)	879.22
599. Seal & paint paneling	388.89 SF	0.99	4.20	77.84	467.04	(24.73)	442.31
600. 1/2" drywall - hung only (no tape or finish)	388.89 SF	1.16	10.97	92.42	554.50	(0.00)	554.50
601. Corner trim	58.50 LF	1.55	2.63	18.66	111.97	(0.00)	111.97
602. Seal & paint corner trim - two coats	58.50 LF	0.92	0.39	10.84	65.05	(2.28)	62.77
603. Casing - 2 1/4"	9.08 LF	1.65	0.46	3.10	18.54	(0.00)	18.54
Trim above upper cabinets							
604. Seal & paint trim - two coats	9.08 LF	1.18	0.06	2.16	12.93	(0.35)	12.58
605. Baseboard - 3 1/4"	38.00 LF	2.82	2.85	22.02	132.03	(0.00)	132.03
606. Base shoe	45.25 LF	1.13	1.19	10.46	62.78	(0.00)	62.78
607. Stain & finish baseboard w/cap &/or shoe	45.25 LF	1.54	0.49	14.04	84.22	(2.88)	81.34
608. Vinyl floor covering (sheet goods)	129.83 SF	3.04	15.35	82.02	492.05	(81.34)	410.71
609. Underlayment - 1/4" lauan/mahogany plywood	95.49 SF	1.44	3.09	28.12	168.72	(5.47)	163.25
610. Cabinetry - upper (wall) units	9.17 LF	126.20	51.94	241.84	1,451.03	(183.54)	1,267.49

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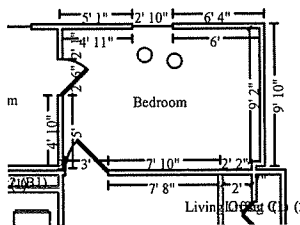


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CONTINUED - Kitchen

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
611. Cabinetry - lower (base) units	6.50 LF	166.48	52.53	226.92	1,361.57	(185.61)	1,175.96
612. Countertop - post formed plastic laminate	6.50 LF	44.76	12.73	60.72	364.39	(149.93)	214.46
613. Sink - double	1.00 EA	319.16	14.58	66.76	400.50	(51.51)	348.99
614. Sink strainer and drain assembly	2.00 EA	38.48	2.16	15.84	94.96	(3.82)	91.14
615. Angle stop valve	2.00 EA	24.98	0.86	10.18	61.00	(1.53)	59.47
616. Sink faucet - Kitchen	1.00 EA	228.40	10.63	47.80	286.83	(125.22)	161.61
617. Vinyl tile - self adhesive used as backsplash	21.19 SF	2.09	1.37	9.14	54.80	(7.28)	47.52
618. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
619. Sink sprayer attachment - side pull	1.00 EA	38.73	1.09	7.96	47.78	(9.67)	38.11
620. Range - freestanding - electric	1.00 EA	615.32	33.63	129.78	778.73	(91.39)	687.34
621. Refrigerator - top freezer - 14 to 18 cf	1.00 EA	610.20	35.46	129.14	774.80	(89.50)	685.30
622. Rough in plumbing - per fixture	2.00 EA	432.75	10.89	175.28	1,051.67	(0.00)	1,051.67
623. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
624. 110 volt copper wiring run, box and GFI outlet	1.00 EA	63.73	1.35	13.02	78.10	(0.00)	78.10
Totals: Kitchen			307.95	1,837.16	11,027.08	1,090.16	9,936.92



Bedroom

Height: 7' 4"

294.78 SF Walls	133.72 SF Ceiling
428.50 SF Walls & Ceiling	133.72 SF Floor
14.86 SY Flooring	41.50 LF Floor Perimeter
47.00 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into BONUS_ROOM

Door

3' X 6' 8"

Opens into LIVING_ROOM

Window

2' 10" X 4' 8"

Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
625. Seal floor or ceiling joist system (shellac)	133.72 SF	1.18	2.57	32.08	192.44	(0.00)	192.44
626. Clean floor or roof joist system	133.72 SF	0.67	6.63	17.96	114.18	(0.00)	114.18

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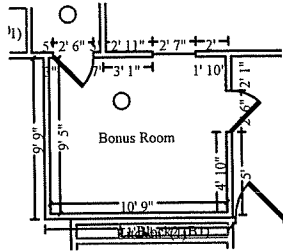
CONTINUED - Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
627. Acoustic ceiling tile	133.72 SF	3.14	12.28	86.44	518.60	(21.69)	496.91
628. Batt insulation - 10" - R30 - paper faced	133.72 SF	1.36	6.82	37.74	226.42	(0.00)	226.42
629. Paneling - Standard grade	294.78 SF	1.94	8.49	116.08	696.44	(30.00)	666.44
630. Seal & paint paneling	294.78 SF	0.99	3.18	59.00	354.01	(18.75)	335.26
631. 1/2" drywall - hung only (no tape or finish)	294.78 SF	1.16	8.31	70.04	420.29	(0.00)	420.29
632. Corner trim	83.67 LF	1.55	3.77	26.70	160.16	(0.00)	160.16
633. Vinyl window - double hung, 9-12 sf	1.00 EA	245.02	10.62	51.12	306.76	(62.55)	244.21
634. Window sill	3.25 LF	2.72	0.20	1.80	10.84	(0.00)	10.84
635. Window trim set (casing & stop)	12.58 LF	3.50	0.88	8.98	53.89	(0.00)	53.89
636. Seal & paint door or window opening (per side)	2.00 EA	26.36	0.54	10.64	63.90	(3.15)	60.75
637. Baseboard - 6"	18.50 LF	4.46	2.95	17.10	102.56	(0.00)	102.56
638. Seal & paint baseboard, oversized - two coats	18.50 LF	1.33	0.17	4.96	29.74	(1.38)	28.36
639. Carpet pad	133.72 SF	0.57	3.85	16.02	96.09	(47.63)	48.46
640. Carpet	172.75 SF	3.16	25.60	114.30	685.79	(316.60)	369.19
641. Thermostat - electric heat	1.00 EA	55.11	1.16	11.26	67.53	(1.18)	66.35
642. Interior door unit - Standard grade	1.00 EA	135.59	5.33	28.18	169.10	(0.00)	169.10
643. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
644. Seal & paint door slab only (per side)	2.00 EA	31.89	0.91	12.94	77.63	(5.34)	72.29
645. Seal & paint door/window trim & jamb - (per side)	2.00 EA	26.28	0.53	10.62	63.71	(3.10)	60.61
646. Window blind - PVC - 1" - 7.1 to 14 SF	1.00 EA	61.61	1.19	12.56	75.36	(8.43)	66.93
647. Seal & paint corner trim - two coats	83.67 LF	0.92	0.55	15.52	93.05	(3.25)	89.80
648. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
649. 110 volt copper wiring run, box and GFI outlet	1.00 EA	63.73	1.35	13.02	78.10	(0.00)	78.10
Totals: Bedroom			111.47	824.74	4,954.61	523.05	4,431.56



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Bonus Room

Height: 7' 4"

250.04 SF Walls
351.27 SF Walls & Ceiling
11.25 SY Flooring
40.33 LF Ceil. Perimeter

101.23 SF Ceiling
101.23 SF Floor
35.33 LF Floor Perimeter

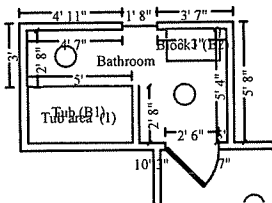
Door 2' 6" X 6' 8" Opens into BEDROOM
Window 2' 7" X 4' 9 5/8" Opens into Exterior
Door 2' 6" X 6' 8" Opens into BATHROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
650. Seal floor or ceiling joist system (shellac)	101.23 SF	1.18	1.94	24.28	145.67	(0.00)	145.67
651. Clean floor or roof joist system	101.23 SF	0.67	5.02	13.58	86.42	(0.00)	86.42
652. Acoustic ceiling tile	101.23 SF	3.14	9.29	65.44	392.59	(16.42)	376.17
653. Batt insulation - 10" - R30 - paper faced	101.23 SF	1.36	5.16	28.58	171.41	(0.00)	171.41
654. 1/2" drywall - hung only (no tape or finish)	250.04 SF	1.16	7.05	59.44	356.54	(0.00)	356.54
655. Paneling - Standard grade	250.04 SF	1.94	7.20	98.46	590.74	(25.44)	565.30
656. Seal & paint paneling	250.04 SF	0.99	2.70	50.04	300.28	(15.90)	284.38
657. Corner trim	77.00 LF	1.55	3.47	24.58	147.40	(0.00)	147.40
658. Vinyl window - double hung, 9-12 sf	1.00 EA	245.02	10.62	51.12	306.76	(62.55)	244.21
659. Window sill	3.08 LF	2.72	0.19	1.72	10.29	(0.00)	10.29
660. Window trim set (casing & stop)	12.75 LF	3.50	0.90	9.10	54.63	(0.00)	54.63
661. Seal & paint door or window opening (per side)	2.00 EA	26.36	0.54	10.64	63.90	(3.15)	60.75
662. Baseboard - 6"	21.50 LF	4.46	3.43	19.86	119.18	(0.00)	119.18
663. Seal & paint baseboard, oversized - two coats	21.50 LF	1.33	0.19	5.76	34.55	(1.60)	32.95
664. Carpet pad	101.23 SF	0.57	2.92	12.12	72.74	(36.05)	36.69
665. Carpet	140.50 SF	3.16	20.82	92.96	557.76	(257.49)	300.27
666. Interior door unit - Standard grade	1.00 EA	135.59	5.33	28.18	169.10	(0.00)	169.10
667. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
668. Seal & paint door slab only (per side)	2.00 EA	31.89	0.91	12.94	77.63	(5.34)	72.29
669. Seal & paint door/window trim & jamb - (per side)	2.00 EA	26.28	0.53	10.62	63.71	(3.10)	60.61
670. Smoke detector	1.00 EA	46.18	1.23	9.48	56.89	(4.34)	52.55
671. Seal & paint corner trim - two coats	77.00 LF	0.92	0.51	14.26	85.61	(2.99)	82.62
672. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
Totals: Bonus Room			93.54	692.84	4,161.82	434.37	3,727.45



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Bathroom

Height: 7' 4"

156.64 SF Walls	36.44 SF Ceiling
193.08 SF Walls & Ceiling	36.44 SF Floor
4.05 SY Flooring	21.83 LF Floor Perimeter
24.33 LF Ceil. Perimeter	

Window

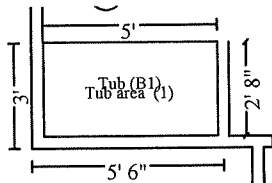
1' 8" X 3' 1"

Opens into Exterior

Door

2' 6" X 6' 8"

Opens into BONUS_ROOM



Subroom: Tub area (1)

Height: 7' 4"

75.78 SF Walls	13.33 SF Ceiling
89.11 SF Walls & Ceiling	13.33 SF Floor
1.48 SY Flooring	
10.33 LF Ceil. Perimeter	

Missing Wall

5' X 7' 4"

Opens into BATHROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
673. Seal floor or ceiling joist system (shellac)	36.44 SF	1.18	0.70	8.74	52.44	(0.00)	52.44
674. Clean floor or roof joist system	36.44 SF	0.67	1.80	4.88	31.09	(0.00)	31.09
675. Acoustic ceiling tile	49.78 SF	3.14	4.57	32.18	193.06	(8.08)	184.98
676. Batt insulation - 10" - R30 - paper faced	49.78 SF	1.36	2.54	14.04	84.28	(0.00)	84.28
677. 1/2" drywall - hung, taped, floated, ready for paint	13.33 SF	1.87	0.42	5.06	30.41	(0.00)	30.41
678. 1/2" drywall - hung only (no tape or finish)	219.08 SF	1.16	6.18	52.06	312.37	(0.00)	312.37
679. Waterproof paneling w/trim	232.42 SF	2.32	9.48	109.74	658.43	(33.51)	624.92
680. Seal & paint paneling	180.86 SF	0.99	1.95	36.22	217.22	(11.50)	205.72
681. Corner trim	24.00 LF	1.55	1.08	7.66	45.94	(0.00)	45.94
682. Seal & paint door or window opening (per side)	2.00 EA	26.36	0.54	10.64	63.90	(3.15)	60.75
683. Window trim set (casing & stop)	8.75 LF	3.50	0.61	6.24	37.48	(0.00)	37.48
684. Window sill	2.25 LF	2.72	0.14	1.24	7.50	(0.00)	7.50
685. Vinyl floor covering (sheet goods)	69.17 SF	3.04	8.18	43.70	262.16	(43.33)	218.83
686. Underlayment - 1/4" lauan/mahogany plywood	49.78 SF	1.44	1.61	14.66	87.95	(2.85)	85.10
689. Interior door unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44

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CONTINUED - Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
690. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
691. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
692. Seal & paint door/window trim & jamb - (per side)	1.00 EA	26.28	0.26	5.32	31.86	(1.55)	30.31
693. Toilet - Detach & reset	1.00 EA	161.02	0.32	32.26	193.60	(0.00)	193.60
694. Clean toilet	1.00 EA	15.17	1.09	3.04	19.30	(0.00)	19.30
695. Toilet seat	1.00 EA	47.23	1.89	9.82	58.94	(33.36)	25.58
696. Detach & Reset Bathtub	1.00 EA	374.37	0.00	74.88	449.25	(0.00)	449.25
697. Detach & Reset Shower faucet	1.00 EA	51.21	0.00	10.24	61.45	(0.00)	61.45
698. Casing - 3 1/4"	10.67 LF	2.32	0.95	5.16	30.86	(0.00)	30.86
Trim around tub area							
699. Seal & paint casing - two coats	10.67 LF	1.25	0.07	2.68	16.09	(0.41)	15.68
700. Bathroom ventilation fan	1.00 EA	78.00	2.68	16.14	96.82	(47.38)	49.44
701. Clothes dryer vent - installed	1.00 EA	53.16	1.69	10.98	65.83	(14.95)	50.88
702. Medicine cabinet - Detach & reset	1.00 EA	40.41	0.00	8.08	48.49	(0.00)	48.49
703. Vanity	2.00 LF	166.79	16.20	69.96	419.74	(57.24)	362.50
704. Vanity top - Detach & reset	2.00 LF	39.88	0.00	15.96	95.72	(0.00)	95.72
705. Carpet - metal transition strip	2.25 LF	3.27	0.22	1.52	9.10	(2.67)	6.43
706. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
707. Base shoe	2.83 LF	1.13	0.08	0.66	3.94	(0.00)	3.94
708. Seal & paint base shoe or quarter round	2.83 LF	0.66	0.02	0.38	2.27	(0.10)	2.17
709. Window blind - PVC - 1" - 7.1 to 14 SF	1.00 EA	61.61	1.19	12.56	75.36	(8.43)	66.93
710. Seal & paint corner trim - two coats	24.00 LF	0.92	0.16	4.46	26.70	(0.93)	25.77
711. Rough in plumbing - per fixture	3.00 EA	432.75	16.34	262.92	1,577.51	(0.00)	1,577.51
712. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
713. 110 volt copper wiring run, box and GFI outlet	1.00 EA	63.73	1.35	13.02	78.10	(0.00)	78.10
Totals: Bathroom			97.55	1,010.38	6,064.65	291.16	5,773.49
Total: Main Level			797.41	5,645.62	33,941.71	2,835.63	31,106.08
Total: Unit B			797.41	5,645.62	33,941.71	2,835.63	31,106.08

Unit C

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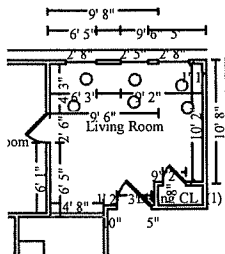
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Main Level

Main Level

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
714. 2" x 4" x 8' #2 & better Fir / Larch (material only)	52.00 EA	4.35	13.57	47.96	287.73	(0.00)	287.73
715. 2" x 4" x 92 5/8" pre-cut stud (for 8' wall, mat only)	119.00 EA	4.22	30.13	106.46	638.77	(0.00)	638.77
716. Labor to frame 2" x 4" non-bearing wall - 16" oc	864.11 SF	1.19	1.04	205.86	1,235.19	(0.00)	1,235.19
717. 2" x 4" x 14' #2 & better Fir / Larch (material only)	6.00 EA	7.66	2.76	9.76	58.48	(0.00)	58.48
718. Sheathing - OSB - 1/2"	499.22 SF	1.22	11.38	124.10	744.53	(0.00)	744.53
719. 2" x 4" x 12' #2 & better Fir / Larch (material only)	3.00 EA	6.55	1.18	4.18	25.01	(0.00)	25.01
720. 2" x 4" x 16' #2 & better Fir / Larch (material only)	3.00 EA	8.64	1.56	5.50	32.98	(0.00)	32.98
721. 2" x 4" x 10' #2 & better Fir / Larch (material only)	3.00 EA	5.44	0.98	3.46	20.76	(0.00)	20.76
Total: Main Level			62.60	507.28	3,043.45	0.00	3,043.45



Living Room

Height: 7' 4"

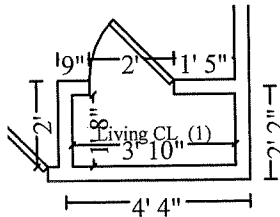
261.31 SF Walls	155.99 SF Ceiling
417.30 SF Walls & Ceiling	155.99 SF Floor
17.33 SY Flooring	40.50 LF Floor Perimeter
48.00 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into MASTER_BEDRO
Window	2' 8" X 5' 3"	Opens into Exterior
Window	2' 5" X 5' 3"	Opens into Exterior
Window	2' 8" X 5' 3"	Opens into Exterior
Door	3' X 6' 8"	Opens into Exterior
Missing Wall	4' 8" X 7' 4"	Opens into KITCHEN



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Subroom: Living CL (1)

Height: 7' 4"

67.33 SF Walls	6.39 SF Ceiling
73.72 SF Walls & Ceiling	6.39 SF Floor
0.71 SY Flooring	9.00 LF Floor Perimeter
11.00 LF Ceil. Perimeter	

Door

2' X 6' 8"

Opens into LIVING_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
723. Batt insulation - 10" - R30 - paper faced	162.38 SF	1.36	8.28	45.82	274.94	(0.00)	274.94
724. 1/2" drywall - hung, taped, ready for texture	162.38 SF	1.67	5.07	55.26	331.50	(0.00)	331.50
725. Seal & texture paint the ceiling	162.38 SF	1.00	2.92	33.06	198.36	(17.21)	181.15
726. Paint plywood sheathing	162.38 SF	0.49	1.27	16.18	97.02	(7.46)	89.56
727. Seal block with masonry sealer	131.03 SF	0.74	2.36	19.88	119.20	(13.89)	105.31
728. Paneling - Standard grade	328.65 SF	1.94	9.47	129.42	776.47	(33.44)	743.03
729. Seal & paint paneling	328.65 SF	0.99	3.55	65.80	394.71	(20.90)	373.81
730. 1/2" drywall - hung only (no tape or finish)	328.65 SF	1.16	9.27	78.10	468.60	(0.00)	468.60
731. Corner trim	139.67 LF	1.55	6.29	44.56	267.34	(0.00)	267.34
732. Closet shelf and rod package	4.00 LF	17.23	0.98	13.98	83.88	(0.00)	83.88
733. Seal & paint closet shelving - single shelf	1.00 EA	42.93	0.23	8.62	51.78	(1.37)	50.41
734. Baseboard - 6"	49.50 LF	4.46	7.90	45.74	274.41	(0.00)	274.41
735. Seal & paint baseboard, oversized - two coats	49.50 LF	1.33	0.45	13.26	79.55	(3.68)	75.87
736. Carpet pad	162.38 SF	0.57	4.68	19.46	116.70	(57.84)	58.86
737. Carpet	231.17 SF	3.16	34.26	152.96	917.72	(423.67)	494.05
738. Seal underlayment for odor control	162.38 SF	0.50	0.78	16.40	98.37	(0.00)	98.37
739. Interior door - Colonist - pre-hung unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
740. Interior door unit - Standard grade	1.00 EA	135.59	5.33	28.18	169.10	(0.00)	169.10
741. Door dummy knob - interior	1.00 EA	26.94	0.82	5.54	33.30	(0.00)	33.30
742. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
743. Door opening (jamb & casing) - up to 32"wide - paint grade	1.00 EA	85.94	3.21	17.82	106.97	(0.00)	106.97
744. Seal & paint door slab only (per side)	4.00 EA	31.89	1.81	25.88	155.25	(10.68)	144.57
745. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91
746. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
747. Window blind - PVC - 1" - 7.1 to 14 SF	3.00 EA	61.61	3.58	37.68	226.09	(25.27)	200.82
748. Vinyl window - double hung, 13-19 sf	3.00 EA	285.97	36.39	178.86	1,073.16	(214.27)	858.89

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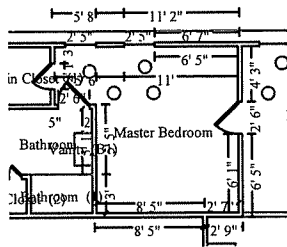


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CONTINUED - Living Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
749. Seal & paint corner trim - two coats	139.67 LF	0.92	0.92	25.88	155.30	(5.43)	149.87
750. Seal & paint door or window opening (per side)	3.00 EA	26.36	0.80	15.98	95.86	(4.73)	91.13
751. Sheathing - plywood - 3/4" - tongue and groove	162.38 SF	2.25	11.79	75.44	452.59	(0.00)	452.59
752. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
Totals: Living Room			175.99	1,282.48	7,694.39	863.53	6,830.86



Master Bedroom

Height: 7' 4"

325.18 SF Walls	155.52 SF Ceiling
480.70 SF Walls & Ceiling	155.52 SF Floor
17.28 SY Flooring	47.17 LF Floor Perimeter
54.17 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into BATHROOM

Window

2' 5" X 5' 3"

Opens into Exterior

Window

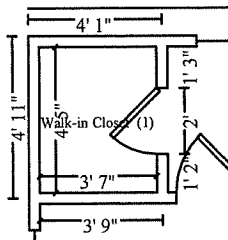
2' 5" X 5' 3"

Opens into Exterior

Door

2' 6" X 6' 8"

Opens into LIVING_ROOM



Subroom: Walk-in Closet (1)

Height: 7' 4"

104.00 SF Walls	15.83 SF Ceiling
119.83 SF Walls & Ceiling	15.83 SF Floor
1.76 SY Flooring	14.00 LF Floor Perimeter
16.00 LF Ceil. Perimeter	

Door

2' X 6' 8"

Opens into MASTER_BEDRO

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
753. Batt insulation - 10" - R30 - paper faced	171.35 SF	1.36	8.74	48.34	290.12	(0.00)	290.12
754. Seal & texture paint the ceiling	171.35 SF	1.00	3.08	34.90	209.33	(18.17)	191.16



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CONTINUED - Master Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
755. 1/2" drywall - hung, taped, ready for texture	171.35 SF	1.67	5.35	58.32	349.82	(0.00)	349.82
756. Batt insulation - 4" - R11 - paper faced	83.11 SF	0.67	1.75	11.50	68.93	(0.00)	68.93
757. Paneling - Standard grade	429.18 SF	1.94	12.36	169.00	1,013.97	(43.67)	970.30
758. Seal & paint paneling	429.18 SF	0.99	4.64	85.90	515.43	(27.30)	488.13
759. 1/2" drywall - hung only (no tape or finish)	429.18 SF	1.16	12.10	102.00	611.95	(0.00)	611.95
760. Corner trim	150.83 LF	1.55	6.79	48.12	288.70	(0.00)	288.70
761. Seal & paint corner trim - two coats	150.83 LF	0.92	1.00	27.96	167.72	(5.86)	161.86
762. Closet shelf and rod package	4.42 LF	17.23	1.08	15.46	92.70	(0.00)	92.70
763. Seal & paint closet shelving - single shelf	1.00 EA	42.93	0.23	8.62	51.78	(1.37)	50.41
764. Window sill	6.50 LF	2.72	0.40	3.62	21.70	(0.00)	21.70
765. Window trim set (casing & stop)	25.17 LF	3.50	1.77	17.98	107.85	(0.00)	107.85
766. Seal & paint door or window opening (per side)	4.00 EA	26.36	1.07	21.30	127.81	(6.31)	121.50
767. Baseboard - 6"	61.17 LF	4.46	9.76	56.52	339.10	(0.00)	339.10
768. Seal & paint baseboard, oversized - two coats	61.17 LF	1.33	0.55	16.40	98.31	(4.54)	93.77
769. Carpet pad	171.35 SF	0.57	4.94	20.52	123.13	(61.03)	62.10
770. Carpet	238.33 SF	3.16	35.32	157.68	946.12	(436.79)	509.33
771. Seal underlayment for odor control	171.35 SF	0.50	0.82	17.30	103.80	(0.00)	103.80
772. Vinyl window - double hung, 13-19 sf	2.00 EA	285.97	24.26	119.24	715.44	(142.85)	572.59
773. Thermostat - electric heat	1.00 EA	55.11	1.16	11.26	67.53	(1.18)	66.35
774. Interior door unit - Standard grade	2.00 EA	135.59	10.66	56.38	338.22	(0.00)	338.22
775. Door knob - interior	2.00 EA	43.15	2.57	17.78	106.65	(0.00)	106.65
776. Seal & paint door slab only (per side)	3.00 EA	31.89	1.36	19.42	116.45	(8.01)	108.44
777. Seal & paint door/window trim & jamb - (per side)	4.00 EA	26.28	1.05	21.24	127.41	(6.19)	121.22
778. Window blind - PVC - 1" - 7.1 to 14 SF	2.00 EA	61.61	2.38	25.12	150.72	(16.85)	133.87
779. Seal block with masonry sealer	137.79 SF	0.74	2.48	20.90	125.34	(14.61)	110.73
780. Vinyl window - double hung, 13-19 sf	2.00 EA	285.97	24.26	119.24	715.44	(142.85)	572.59
781. Sheathing - plywood - 3/4" - tongue and groove	171.35 SF	2.25	12.44	79.58	477.56	(0.00)	477.56
782. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69

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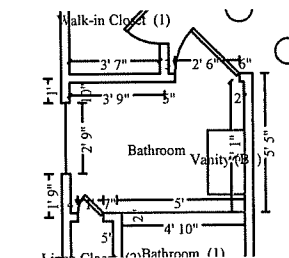


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CONTINUED - Master Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Master Bedroom			196.68	1,452.38	8,713.72	937.58	7,776.14



Bathroom

Height: 7' 4"

101.94 SF Walls	34.74 SF Ceiling
136.68 SF Walls & Ceiling	34.74 SF Floor
3.86 SY Flooring	12.83 LF Floor Perimeter
18.83 LF Ceil. Perimeter	

Door

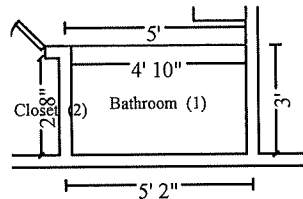
2' 6" X 6' 8"

Opens into MASTER_BEDRO

Window

2' 9" X 4' 8"

Opens into Exterior



Subroom: Bathroom (1)

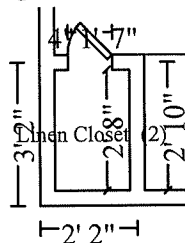
Height: 7' 4"

79.44 SF Walls	14.50 SF Ceiling
93.94 SF Walls & Ceiling	14.50 SF Floor
1.61 SY Flooring	10.83 LF Floor Perimeter
10.83 LF Ceil. Perimeter	

Missing Wall

4' 10" X 7' 4"

Opens into BATHROOM



Subroom: Linen Closet (2)

Height: 7' 4"

56.89 SF Walls	4.44 SF Ceiling
61.33 SF Walls & Ceiling	4.44 SF Floor
0.49 SY Flooring	7.67 LF Floor Perimeter
8.67 LF Ceil. Perimeter	

Door

1' X 6' 8"

Opens into BATHROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
783. Batt insulation - 10" - R30 - paper faced	53.68 SF	1.36	2.74	15.14	90.88	(0.00)	90.88
784. 1/2" drywall - hung, taped, ready for texture	53.68 SF	1.67	1.67	18.28	109.60	(0.00)	109.60
785. Seal & texture paint the ceiling	53.68 SF	1.00	0.97	10.94	65.59	(5.69)	59.90

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Nationwide Property & Casualty Insurance Company

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CONTINUED - Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
786. Batt insulation - 4" - R11 - paper faced	52.56 SF	0.67	1.10	7.26	43.58	(0.00)	43.58
787. Seal block with masonry sealer	24.44 SF	0.74	0.44	3.70	22.23	(2.59)	19.64
788. 1/2" drywall - hung, taped, floated, ready for paint	238.28 SF	1.87	7.43	90.60	543.61	(0.00)	543.61
789. Seal/prime then paint the walls (2 coats)	238.28 SF	0.80	2.29	38.58	231.49	(13.47)	218.02
790. Corner trim	38.33 LF	1.55	1.73	12.22	73.36	(0.00)	73.36
791. Seal & paint corner trim - two coats	38.33 LF	0.92	0.25	7.12	42.63	(1.49)	41.14
792. Seal & paint closet shelving - linen closet	1.00 EA	74.42	0.76	15.04	90.22	(4.45)	85.77
793. Closet package - hall/linen (4 shelves 3' wide)	1.00 EA	127.92	3.86	26.36	158.14	(0.00)	158.14
794. Base shoe	31.33 LF	1.13	0.83	7.24	43.47	(0.00)	43.47
795. Seal & paint base shoe or quarter round	31.33 LF	0.66	0.19	4.18	25.05	(1.10)	23.95
796. Baseboard - 6"	31.33 LF	4.46	5.00	28.94	173.67	(0.00)	173.67
797. Seal & paint baseboard, oversized - two coats	31.33 LF	1.33	0.28	8.40	50.35	(2.32)	48.03
798. Seal underlayment for odor control	53.68 SF	0.50	0.26	5.42	32.52	(0.00)	32.52
799. Vinyl floor covering (sheet goods)	112.42 SF	3.04	13.29	71.02	426.07	(70.43)	355.64
800. Underlayment - 1/4" lauan/mahogany plywood	53.68 SF	1.44	1.74	15.80	94.84	(3.07)	91.77
801. Carpet - metal transition strip	2.50 LF	3.27	0.24	1.68	10.10	(2.97)	7.13
802. Interior door unit	2.00 EA	164.16	14.09	68.48	410.89	(0.00)	410.89
803. Cut down interior door - slab only	1.00 EA	30.77	0.00	6.16	36.93	(0.00)	36.93
804. Door knob - interior	2.00 EA	43.15	2.57	17.78	106.65	(0.00)	106.65
805. Seal & paint door slab only (per side)	3.00 EA	31.89	1.36	19.42	116.45	(8.01)	108.44
806. Seal & paint door/window trim & jamb - (per side)	1.00 EA	26.28	0.26	5.32	31.86	(1.55)	30.31
807. Toilet	1.00 EA	401.53	15.90	83.48	500.91	(18.72)	482.19
808. Clean toilet	1.00 EA	15.17	1.09	3.04	19.30	(0.00)	19.30
809. Toilet seat	1.00 EA	47.23	1.89	9.82	58.94	(33.36)	25.58
810. Fiberglass tub & shower combination	1.00 EA	894.05	33.70	185.56	1,113.31	(119.07)	994.24
811. Shower faucet	1.00 EA	198.29	7.80	41.22	247.31	(68.90)	178.41
812. Rough in plumbing - per fixture	3.00 EA	432.75	16.34	262.92	1,577.51	(36.08)	1,541.43
813. Sink faucet - Bathroom	1.00 EA	183.40	7.93	38.26	229.59	(70.07)	159.52
814. P-trap assembly - ABS (plastic)	1.00 EA	41.61	0.36	8.40	50.37	(2.56)	47.81
815. Bathroom ventilation fan	1.00 EA	78.00	2.68	16.14	96.82	(47.38)	49.44

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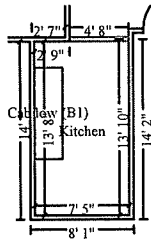


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CONTINUED - Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
816. Clothes dryer vent - installed	1.00 EA	53.16	1.69	10.98	65.83	(14.95)	50.88
817. Medicine cabinet	1.00 EA	185.36	9.54	38.98	233.88	(84.27)	149.61
818. Vanity	2.67 LF	166.79	21.63	93.38	560.34	(76.42)	483.92
819. Vanity top - one sink - cultured marble	2.67 LF	81.24	7.74	44.92	269.57	(0.00)	269.57
820. Light bar - 3 lights	1.00 EA	62.51	1.61	12.82	76.94	(14.19)	62.75
821. Sheathing - plywood - 3/4" - tongue and groove	53.68 SF	2.25	3.90	24.94	149.62	(0.00)	149.62
822. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
823. 110 volt copper wiring run, box and GFI outlet	1.00 EA	63.73	1.35	13.02	78.10	(0.00)	78.10
Totals: Bathroom			200.81	1,433.74	8,603.21	703.11	7,900.10



Kitchen

Height: 7' 4"

276.22 SF Walls	101.36 SF Ceiling
377.58 SF Walls & Ceiling	101.36 SF Floor
11.26 SY Flooring	30.50 LF Floor Perimeter
37.67 LF Ceil. Perimeter	

Missing Wall

4' 8" X 7' 4"

Opens into LIVING_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
824. Joist - 2x8 floor or ceiling system	135.00 BF	1.89	7.29	52.50	314.94	(0.00)	314.94
825. Batt insulation - 10" - R30 - paper faced	101.36 SF	1.36	5.17	28.62	171.64	(0.00)	171.64
826. 1/2" drywall - hung, taped, ready for texture	101.36 SF	1.67	3.16	34.50	206.93	(0.00)	206.93
827. Seal & texture paint the ceiling	101.36 SF	1.00	1.82	20.64	123.82	(10.75)	113.07
828. Batt insulation - 4" - R11 - paper faced	204.11 SF	0.67	4.29	28.22	169.26	(0.00)	169.26
829. Paneling - Standard grade	276.22 SF	1.94	7.96	108.78	652.61	(28.11)	624.50
830. Seal & paint paneling	276.22 SF	0.99	2.98	55.30	331.74	(17.56)	314.18
831. 5/8" drywall - hung only (no tape or finish)	552.44 SF	1.26	17.90	142.80	856.77	(0.00)	856.77



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CONTINUED - Kitchen

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
walls have 2 layers of 5/8 drywall							
832. Corner trim	37.67 LF	1.55	1.70	12.02	72.11	(0.00)	72.11
833. Seal & paint corner trim - two coats	37.67 LF	0.92	0.25	7.00	41.91	(1.46)	40.45
834. Baseboard - 3 1/4"	30.50 LF	2.82	2.29	17.66	105.96	(0.00)	105.96
835. Base shoe	30.50 LF	1.13	0.81	7.06	42.34	(0.00)	42.34
836. Seal & paint baseboard w/cap &/or shoe - two coats	30.50 LF	1.48	0.40	9.10	54.64	(2.37)	52.27
837. Vinyl floor covering (sheet goods)	161.58 SF	3.04	19.10	102.06	612.36	(101.22)	511.14
838. Underlayment - 1/4" lauan/mahogany plywood	101.36 SF	1.44	3.28	29.86	179.10	(5.80)	173.30
839. Vinyl tile - self adhesive used as backsplash	10.75 SF	2.09	0.70	4.64	27.81	(3.69)	24.12
840. Cabinetry - upper (wall) units	10.00 LF	126.20	56.65	263.74	1,582.39	(200.15)	1,382.24
841. Cabinetry - lower (base) units	7.17 LF	166.48	57.94	250.32	1,501.92	(204.74)	1,297.18
842. Countertop - post formed plastic laminate	7.17 LF	44.76	14.04	66.98	401.95	(165.38)	236.57
843. Sink - double	1.00 EA	319.16	14.58	66.76	400.50	(51.51)	348.99
844. Sink strainer and drain assembly	2.00 EA	38.48	2.16	15.84	94.96	(3.82)	91.14
845. Sink faucet - Kitchen	1.00 EA	228.40	10.63	47.80	286.83	(125.22)	161.61
846. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
847. Range - freestanding - electric	1.00 EA	615.32	33.63	129.78	778.73	(91.39)	687.34
848. Refrigerator - top freezer - 14 to 18 cf	1.00 EA	610.20	35.46	129.14	774.80	(89.50)	685.30
849. Sheathing - plywood - 3/4" - tongue and groove	101.36 SF	2.25	7.36	47.10	282.52	(0.00)	282.52
850. Rough in plumbing - per fixture	2.00 EA	432.75	10.89	175.28	1,051.67	(0.00)	1,051.67
851. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
852. 110 volt copper wiring run, box and GFI outlet	1.00 EA	63.73	1.35	13.02	78.10	(0.00)	78.10
Totals: Kitchen			328.26	1,920.18	11,520.21	1,121.72	10,398.49
Total: Main Level			964.34	6,596.06	39,574.98	3,625.94	35,949.04
Total: Unit C			964.34	6,596.06	39,574.98	3,625.94	35,949.04

Unit D

Main Level

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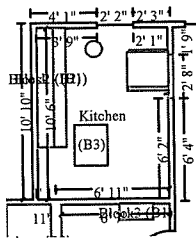


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Main Level

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
853. Seal stud wall for odor control (shellac)	933.36 SF	0.88	15.12	167.30	1,003.78	(0.00)	1,003.78
854. Clean stud wall	933.36 SF	0.54	37.49	101.02	642.52	(0.00)	642.52
855. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
Total: Main Level			54.92	309.10	1,890.99	0.00	1,890.99



Kitchen

Height: 7' 4"

246.33 SF Walls	84.00 SF Ceiling
330.33 SF Walls & Ceiling	84.00 SF Floor
9.33 SY Flooring	34.33 LF Floor Perimeter
37.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

2' 8" X 6' 8"

Opens into LIVING_ROOM

Window

2' 2" X 3' 4"

Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
856. Seal floor or ceiling joist system (shellac)	84.00 SF	1.18	1.61	20.14	120.87	(0.00)	120.87
857. Clean floor or roof joist system	84.00 SF	0.67	4.16	11.28	71.72	(0.00)	71.72
858. Acoustic ceiling tile	84.00 SF	3.14	7.71	54.30	325.77	(13.62)	312.15
859. Batt insulation - 10" - R30 - paper faced	84.00 SF	1.36	4.28	23.70	142.22	(0.00)	142.22
860. Trim board - 1" x 2" - installed (pine)	10.50 LF	2.17	0.48	4.66	27.93	(0.00)	27.93
861. Crown molding - 3 1/4"	37.00 LF	3.36	2.80	25.42	152.54	(0.00)	152.54
862. Seal & paint crown molding - two coats	37.00 LF	1.24	0.27	9.24	55.39	(1.57)	53.82
863. Paneling - Standard grade	246.33 SF	1.94	7.09	97.00	581.97	(25.07)	556.90
864. Seal & paint paneling	246.33 SF	0.99	2.66	49.32	295.85	(15.67)	280.18
865. 1/2" drywall - hung only (no tape or finish)	246.33 SF	1.16	6.95	58.54	351.23	(0.00)	351.23
866. Corner trim	39.08 LF	1.55	1.76	12.48	74.81	(0.00)	74.81
867. Seal & paint corner trim - two coats	57.58 LF	0.92	0.38	10.68	64.03	(2.24)	61.79
868. Casing - 2 1/4"	10.50 LF	1.65	0.53	3.56	21.42	(0.00)	21.42
Trim above upper cabinets and as toe kick of lower base cabinets. Also framed as access panel							
869. Seal & paint casing - two coats	10.50 LF	1.25	0.07	2.64	15.84	(0.41)	15.43
870. Corner trim - plastic	18.50 LF	1.45	0.73	5.50	33.06	(0.00)	33.06
871. Window stool & apron	2.50 LF	5.82	0.38	3.00	17.93	(0.00)	17.93

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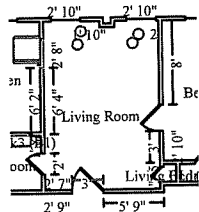
CONTINUED - Kitchen

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
872. Window trim set (casing & stop)	9.50 LF	3.50	0.67	6.80	40.72	(0.00)	40.72
873. Seal & paint door or window opening (per side)	2.00 EA	26.36	0.54	10.64	63.90	(3.15)	60.75
874. Baseboard - 6"	25.25 LF	4.46	4.03	23.32	139.97	(0.00)	139.97
875. Seal & paint baseboard - two coats	25.25 LF	1.25	0.17	6.36	38.09	(0.99)	37.10
876. Vinyl floor covering (sheet goods)	99.00 SF	3.04	11.70	62.54	375.20	(62.02)	313.18
877. Underlayment - 1/4" lauan/mahogany plywood	84.00 SF	1.44	2.72	24.74	148.42	(4.81)	143.61
878. Cabinetry - upper (wall) units	7.33 LF	126.20	41.52	193.32	1,159.89	(146.71)	1,013.18
879. Cabinetry - lower (base) units	5.50 LF	166.48	44.45	192.02	1,152.11	(157.05)	995.06
880. Countertop - post formed plastic laminate	5.50 LF	44.76	10.77	51.40	308.35	(126.86)	181.49
881. Kitchen Sink - single basin	1.00 EA	269.17	11.88	56.22	337.27	(41.99)	295.28
882. Sink strainer and drain assembly	1.00 EA	38.48	1.08	7.92	47.48	(0.00)	47.48
883. Vinyl tile - self adhesive used as backsplash	11.00 SF	2.09	0.71	4.74	28.44	(3.77)	24.67
884. Sink faucet - Kitchen	1.00 EA	228.40	10.63	47.80	286.83	(125.22)	161.61
885. Light bar - 3 lights	1.00 EA	62.51	1.61	12.82	76.94	(14.19)	62.75
886. Vinyl window - double hung, 4-8 sf	1.00 EA	203.87	8.64	42.50	255.01	(50.89)	204.12
887. Range - freestanding - electric	1.00 EA	615.32	33.63	129.78	778.73	(91.39)	687.34
888. Refrigerator - top freezer - 14 to 18 cf	1.00 EA	610.20	35.46	129.14	774.80	(89.50)	685.30
889. Sheathing - plywood - 3/4" - tongue and groove	84.00 SF	2.25	6.10	39.02	234.12	(0.00)	234.12
890. Rough in plumbing - per fixture	2.00 EA	432.75	10.89	175.28	1,051.67	(0.00)	1,051.67
891. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
892. 110 volt copper wiring run, box and GFI outlet	1.00 EA	63.73	1.35	13.02	78.10	(0.00)	78.10
Totals: Kitchen			282.72	1,661.62	9,973.31	977.12	8,996.19



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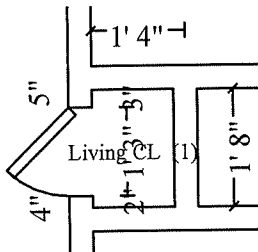


Living Room

Height: 7' 4"

301.53 SF Walls	175.17 SF Ceiling
476.70 SF Walls & Ceiling	175.17 SF Floor
19.46 SY Flooring	43.75 LF Floor Perimeter
55.17 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into BEDROOM
Window	2' 10" X 4' 9"	Opens into Exterior
Window	2' 10" X 4' 9"	Opens into Exterior
Missing Wall - Goes to Floor	2' 8" X 6' 8"	Opens into KITCHEN
Door	2' X 6' 8"	Opens into BATHROOM
Door	3' X 6' 8"	Opens into Exterior



Subroom: Living CL (1)

Height: 7' 4"

33.22 SF Walls	1.94 SF Ceiling
35.17 SF Walls & Ceiling	1.94 SF Floor
0.22 SY Flooring	4.42 LF Floor Perimeter
5.67 LF Ceil. Perimeter	

Door	1' 3" X 6' 8"	Opens into LIVING_ROOM
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DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
893. Seal floor or ceiling joist system (shellac)	177.12 SF	1.18	3.40	42.48	254.88	(0.00)	254.88
894. Clean floor or roof joist system	177.12 SF	0.67	8.77	23.78	151.22	(0.00)	151.22
895. Acoustic ceiling tile	175.17 SF	3.14	16.08	113.22	679.33	(28.41)	650.92
896. Batt insulation - 10" - R30 - paper faced	177.12 SF	1.36	9.03	49.98	299.89	(0.00)	299.89
897. 1/2" drywall - hung, taped, ready for texture	177.12 SF	1.67	5.53	60.26	361.58	(0.00)	361.58
898. Seal & texture paint the ceiling	177.12 SF	1.00	3.19	36.06	216.37	(18.77)	197.60
899. Crown molding - 3 1/4"	31.17 LF	3.36	2.36	21.42	128.51	(0.00)	128.51
900. 1/2" drywall - hung only (no tape or finish)	334.75 SF	1.16	9.44	79.54	477.29	(0.00)	477.29
901. Paneling - Standard grade	334.75 SF	1.94	9.64	131.80	790.86	(34.07)	756.79
902. Seal & paint paneling	334.75 SF	0.99	3.62	67.00	402.02	(21.30)	380.72
903. Corner trim	134.17 LF	1.55	6.04	42.80	256.80	(0.00)	256.80
904. Closet shelf and rod package	1.25 LF	17.23	0.31	4.36	26.21	(0.00)	26.21
905. Window trim set (casing & stop)	15.67 LF	3.50	1.10	11.20	67.15	(0.00)	67.15
906. Window stool & apron	6.00 LF	5.82	0.91	7.16	42.99	(0.00)	42.99
907. Seal & paint door or window opening (per side)	4.00 EA	26.36	1.07	21.30	127.81	(6.31)	121.50

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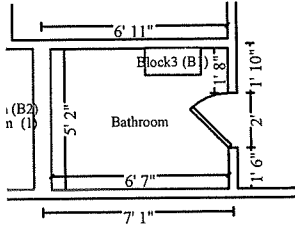
CONTINUED - Living Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
908. Baseboard - 6"	39.50 LF	4.46	6.30	36.50	218.97	(0.00)	218.97
909. Seal & paint baseboard, oversized - two coats	39.50 LF	1.33	0.36	10.58	63.48	(2.94)	60.54
910. Carpet pad	177.12 SF	0.57	5.10	21.22	127.28	(63.08)	64.20
911. Carpet	250.50 SF	3.16	37.12	165.74	994.44	(459.09)	535.35
912. Interior door - Colonist - pre-hung unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
913. Door knob - interior	2.00 EA	43.15	2.57	17.78	106.65	(0.00)	106.65
914. Door lockset & deadbolt - exterior	1.00 EA	86.96	3.45	18.10	108.51	(0.00)	108.51
915. Interior door unit - Standard grade	1.00 EA	135.59	5.33	28.18	169.10	(0.00)	169.10
916. Cut down interior door - slab only	1.00 EA	30.77	0.00	6.16	36.93	(0.00)	36.93
917. Door opening (jamb & casing) - up to 32" wide - paint grade to Kitchen	1.00 EA	85.94	3.21	17.82	106.97	(0.00)	106.97
918. Seal & paint door slab only (per side)	5.00 EA	31.89	2.27	32.36	194.08	(13.36)	180.72
919. Seal & paint door/window trim & jamb - (per side)	5.00 EA	26.28	1.31	26.54	159.25	(7.74)	151.51
920. Light fixture - wall sconce	1.00 EA	82.32	3.38	17.14	102.84	(5.97)	96.87
921. Window blind - PVC - 1" - 7.1 to 14 SF	2.00 EA	61.61	2.38	25.12	150.72	(16.85)	133.87
922. Thermostat - electric heat	1.00 EA	55.11	1.16	11.26	67.53	(1.18)	66.35
923. Baseboard electric heater - 4'*	1.00 EA	111.47	2.40	22.78	136.65	(42.37)	94.28
924. Seal & paint corner trim - two coats	134.17 LF	0.92	0.89	24.86	149.19	(5.22)	143.97
925. Sheathing - plywood - 3/4" - tongue and groove	177.12 SF	2.25	12.86	82.28	493.66	(0.00)	493.66
926. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
Totals: Living Room			179.93	1,351.80	8,119.29	726.66	7,392.63



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Bathroom

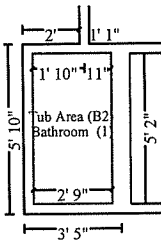
Height: 7' 4"

122.83 SF Walls	34.01 SF Ceiling
156.85 SF Walls & Ceiling	34.01 SF Floor
3.78 SY Flooring	14.25 LF Floor Perimeter
23.50 LF Ceil. Perimeter	

Door

2' X 6' 8"

Opens into LIVING_ROOM



Subroom: Bathroom (1)

Height: 7' 4"

79.94 SF Walls	14.21 SF Ceiling
94.15 SF Walls & Ceiling	14.21 SF Floor
1.58 SY Flooring	
15.83 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

5' 2" X 7'

Opens into BATHROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
927. Seal floor or ceiling joist system (shellac)	48.22 SF	1.18	0.93	11.56	69.39	(0.00)	69.39
928. Clean floor or roof joist system	48.22 SF	0.67	2.39	6.48	41.18	(0.00)	41.18
929. Batt insulation - 10" - R30 - paper faced	48.22 SF	1.36	2.46	13.62	81.66	(0.00)	81.66
930. 1/2" drywall - hung, taped, ready for texture	48.22 SF	1.67	1.50	16.40	98.43	(0.00)	98.43
931. Seal & texture paint the ceiling	48.22 SF	1.00	0.87	9.82	58.91	(5.11)	53.80
932. 1/2" drywall - hung only (no tape or finish)	202.78 SF	1.16	5.72	48.18	289.12	(0.00)	289.12
933. Crown molding - 3 1/4"	39.33 LF	3.36	2.97	27.04	162.16	(0.00)	162.16
934. Seal & paint crown molding - two coats	39.33 LF	1.24	0.28	9.82	58.87	(1.66)	57.21
935. Waterproof paneling w/trim	122.84 SF	2.32	5.01	58.00	348.00	(17.71)	330.29
936. Corner trim	16.33 LF	1.55	0.74	5.20	31.25	(0.00)	31.25
Trim is around tub							
937. Seal & paint corner trim - two coats	16.33 LF	0.92	0.11	3.02	18.15	(0.64)	17.51
938. Baseboard - 6"	9.67 LF	4.46	1.54	8.92	53.59	(0.00)	53.59
939. Seal & paint baseboard, oversized - two coats	9.67 LF	1.33	0.09	2.60	15.55	(0.72)	14.83
940. Vinyl floor covering (sheet goods)	66.00 SF	3.04	7.80	41.68	250.12	(41.35)	208.77
941. Underlayment - 1/4" lauan/mahogany plywood	48.22 SF	1.44	1.56	14.20	85.20	(2.76)	82.44

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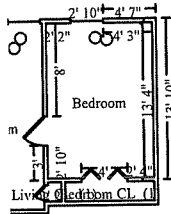
CONTINUED - Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
942. Interior door unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
943. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
944. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
945. Seal & paint door/window trim & jamb - (per side)	1.00 EA	26.28	0.26	5.32	31.86	(1.55)	30.31
946. Toilet	1.00 EA	401.53	15.90	83.48	500.91	(18.72)	482.19
947. Clean toilet	1.00 EA	15.17	1.09	3.04	19.30	(0.00)	19.30
948. Toilet seat	1.00 EA	47.23	1.89	9.82	58.94	(33.36)	25.58
949. Fiberglass tub & shower combination	1.00 EA	894.05	33.70	185.56	1,113.31	(119.07)	994.24
950. Shower faucet	1.00 EA	198.29	7.80	41.22	247.31	(68.90)	178.41
951. Bathroom ventilation fan	1.00 EA	78.00	2.68	16.14	96.82	(47.38)	49.44
952. Clothes dryer vent - installed	1.00 EA	53.16	1.69	10.98	65.83	(14.95)	50.88
953. Medicine cabinet	1.00 EA	185.36	9.54	38.98	233.88	(84.27)	149.61
954. Vanity	2.00 LF	166.79	16.20	69.96	419.74	(57.24)	362.50
955. Vanity top - one sink - cultured marble	2.00 LF	81.24	5.80	33.66	201.94	(0.00)	201.94
956. Carpet - metal transition strip	2.00 LF	3.27	0.19	1.34	8.07	(2.37)	5.70
957. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
958. Bath accessory	2.00 EA	26.97	1.65	11.12	66.71	(0.00)	66.71
959. Bifold door set - lauan/mahogany - Double	1.00 EA	188.49	6.05	38.92	233.46	(0.00)	233.46
960. Sheathing - plywood - 3/4" - tongue and groove	48.22 SF	2.25	3.50	22.40	134.40	(0.00)	134.40
961. Rough in plumbing - per fixture	3.00 EA	432.75	16.34	262.92	1,577.51	(0.00)	1,577.51
962. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
963. 110 volt copper wiring run, box and GFI outlet	1.00 EA	63.73	1.35	13.02	78.10	(0.00)	78.10
Totals: Bathroom			172.84	1,227.70	7,369.16	539.48	6,829.68



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Bedroom

Height: 7' 4"

274.67 SF Walls	123.33 SF Ceiling
398.00 SF Walls & Ceiling	123.33 SF Floor
13.70 SY Flooring	38.67 LF Floor Perimeter
45.17 LF Ceil. Perimeter	

Window

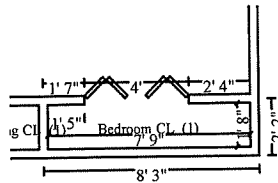
2' 10" X 4' 8"

Opens into Exterior

Door

2' 6" X 6' 8"

Opens into LIVING_ROOM



Subroom: Bedroom CL (1)

Height: 7' 4"

111.44 SF Walls	12.92 SF Ceiling
124.36 SF Walls & Ceiling	12.92 SF Floor
1.44 SY Flooring	14.83 LF Floor Perimeter
18.83 LF Ceil. Perimeter	

Door

4' X 6' 8"

Opens into BEDROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
964. Seal floor or ceiling joist system (shellac)	136.25 SF	1.18	2.62	32.68	196.08	(0.00)	196.08
965. Clean floor or roof joist system	136.25 SF	0.67	6.75	18.30	116.34	(0.00)	116.34
966. Acoustic ceiling tile	136.25 SF	3.14	12.51	88.06	528.40	(22.10)	506.30
967. Batt insulation - 10" - R30 - paper faced	136.25 SF	1.36	6.95	38.46	230.71	(0.00)	230.71
968. 1/2" drywall - hung, taped, ready for texture	136.25 SF	1.67	4.25	46.36	278.15	(0.00)	278.15
969. Seal & texture paint the ceiling	136.25 SF	1.00	2.45	27.76	166.46	(14.45)	152.01
970. 1/2" drywall - hung only (no tape or finish)	386.11 SF	1.16	10.89	91.76	550.54	(0.00)	550.54
971. Paneling - Standard grade	386.11 SF	1.94	11.12	152.04	912.21	(39.29)	872.92
972. Seal & paint paneling	386.11 SF	0.99	4.17	77.30	463.72	(24.56)	439.16
973. Corner trim	108.00 LF	1.55	4.86	34.46	206.72	(0.00)	206.72
974. Seal & paint corner trim - two coats	108.00 LF	0.92	0.71	20.02	120.09	(4.20)	115.89
975. Window sill	3.17 LF	2.72	0.20	1.76	10.58	(0.00)	10.58
976. Window trim set (casing & stop)	12.50 LF	3.50	0.88	8.94	53.57	(0.00)	53.57
977. Seal & paint door or window opening (per side)	2.00 EA	26.36	0.54	10.64	63.90	(3.15)	60.75
978. Baseboard - 6"	30.50 LF	4.46	4.87	28.18	169.08	(0.00)	169.08
979. Seal & paint baseboard, oversized - two coats	18.50 LF	1.33	0.17	4.96	29.74	(1.38)	28.36
980. Carpet pad	136.25 SF	0.57	3.92	16.32	97.90	(48.52)	49.38
981. Carpet	199.50 SF	3.16	29.57	132.00	791.99	(365.64)	426.35
982. Vinyl window - double hung, 9-12 sf	1.00 EA	245.02	10.62	51.12	306.76	(62.55)	244.21

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CONTINUED - Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
983. Thermostat - electric heat	1.00 EA	55.11	1.16	11.26	67.53	(1.18)	66.35
984. Interior door unit - Standard grade	1.00 EA	135.59	5.33	28.18	169.10	(0.00)	169.10
985. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
986. Seal & paint door slab only (per side)	2.00 EA	31.89	0.91	12.94	77.63	(5.34)	72.29
987. Seal & paint door/window trim & jamb - (per side)	2.00 EA	26.28	0.53	10.62	63.71	(3.10)	60.61
988. Window blind - PVC - 1" - 7.1 to 14 SF	1.00 EA	61.61	1.19	12.56	75.36	(8.43)	66.93
989. Crown molding - 3 1/4"	64.00 LF	3.36	4.84	43.96	263.84	(0.00)	263.84
990. Bifold door set - lauan/mahogany - Double	1.00 EA	188.49	6.05	38.92	233.46	(0.00)	233.46
991. Smoke detector	1.00 EA	46.18	1.23	9.48	56.89	(4.34)	52.55
992. Light fixture - wall sconce	1.00 EA	82.32	3.38	17.14	102.84	(5.97)	96.87
993. Trim board - 1" x 2" - installed (pine)	13.33 LF	2.17	0.61	5.90	35.44	(0.00)	35.44
portion used as behind crown molding.							
994. Sheathing - plywood - 3/4" - tongue and groove	136.25 SF	2.25	9.89	63.30	379.75	(0.00)	379.75
995. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
Totals: Bedroom			156.76	1,185.06	7,116.51	614.20	6,502.31
Total: Main Level			847.17	5,735.28	34,469.26	2,857.46	31,611.80
Total: Unit D			847.17	5,735.28	34,469.26	2,857.46	31,611.80

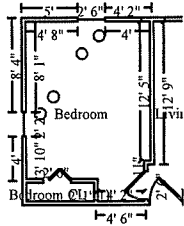
Unit E
Main Level
Main Level

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
996. Clean stud wall	1,026.61 SF	0.54	41.24	111.12	706.73	(0.00)	706.73
997. Seal stud wall for odor control (shellac)	1,026.61 SF	0.88	16.63	184.00	1,104.05	(0.00)	1,104.05
Total: Main Level			57.87	295.12	1,810.78	0.00	1,810.78



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Bedroom

Height: 7' 8"

361.99 SF Walls	163.74 SF Ceiling
525.73 SF Walls & Ceiling	163.74 SF Floor
18.19 SY Flooring	49.33 LF Floor Perimeter
54.33 LF Ceil. Perimeter	

Window

2' 2" X 4' 5"

Opens into Exterior

Door

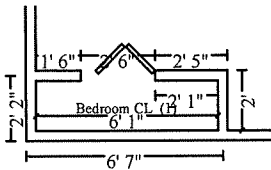
2' 6" X 6' 8"

Opens into LIVING_ROOM

Window

2' 6" X 4' 8"

Opens into Exterior



Subroom: Bedroom CL (1)

Height: 7' 8"

102.17 SF Walls	10.14 SF Ceiling
112.31 SF Walls & Ceiling	10.14 SF Floor
1.13 SY Flooring	13.00 LF Floor Perimeter
15.50 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into BEDROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
998. Seal floor or ceiling joist system (shellac)	173.88 SF	1.18	3.34	41.70	250.22	(0.00)	250.22
999. Clean floor or roof joist system	173.88 SF	0.67	8.61	23.34	148.45	(0.00)	148.45
1,001. Acoustic ceiling tile	173.88 SF	3.14	15.96	112.40	674.34	(28.20)	646.14
1,002. Batt insulation - 10" - R30 - paper faced	173.88 SF	1.36	8.87	49.08	294.43	(0.00)	294.43
1,003. 1/2" drywall - hung only (no tape or finish)	464.15 SF	1.16	13.09	110.30	661.80	(0.00)	661.80
1,004. Paneling - Standard grade	464.15 SF	1.94	13.37	182.78	1,096.60	(47.23)	1,049.37
1,005. Corner trim	123.50 LF	1.55	5.56	39.40	236.39	(0.00)	236.39
1,006. Seal & paint corner trim - two coats	123.50 LF	0.92	0.82	22.88	137.32	(4.80)	132.52
1,007. Seal & paint paneling	464.15 SF	0.99	5.01	92.90	557.42	(29.52)	527.90
1,008. Door opening (jamb & casing) - up to 32" wide - paint grade	1.00 EA	85.94	3.21	17.82	106.97	(0.00)	106.97
For closet opening							
1,009. Closet shelf and rod package	6.08 LF	17.23	1.49	21.26	127.51	(0.00)	127.51
1,010. Seal & paint closet shelving - single shelf	1.00 EA	42.93	0.23	8.62	51.78	(1.37)	50.41
1,011. Clean window unit (per side) 10 - 20 SF	2.00 EA	10.48	1.51	4.20	26.67	(0.00)	26.67
1,012. Window sill	2.92 LF	2.72	0.18	1.62	9.74	(0.00)	9.74
1,013. Window stool & apron	3.17 LF	5.82	0.48	3.80	22.73	(0.00)	22.73
1,014. Window trim set (casing & stop)	25.00 LF	3.50	1.76	17.86	107.12	(0.00)	107.12

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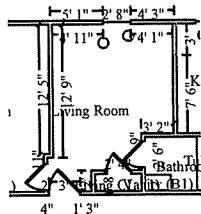


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CONTINUED - Bedroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,015. Seal & paint door or window opening (per side)	3.00 EA	26.36	0.80	15.98	95.86	(4.73)	91.13
1,016. Baseboard - 6"	37.33 LF	4.46	5.96	34.50	206.95	(0.00)	206.95
1,017. Seal & paint baseboard, oversized - two coats	36.33 LF	1.33	0.33	9.72	58.37	(2.69)	55.68
1,018. Carpet pad	173.88 SF	0.57	5.01	20.82	124.94	(61.93)	63.01
1,019. Carpet	217.25 SF	3.16	32.20	143.74	862.45	(398.17)	464.28
1,020. Bifold door - lauan/mahogany - Single	1.00 EA	94.24	3.02	19.44	116.70	(0.00)	116.70
1,021. Paint bifold door set - slab only - 2 coats (per side)	2.00 EA	41.73	1.59	17.02	102.07	(9.37)	92.70
1,022. Interior door unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
1,023. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
1,024. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
1,025. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91
1,026. Window blind - PVC - 1" - 7.1 to 14 SF	2.00 EA	61.61	2.38	25.12	150.72	(16.85)	133.87
1,027. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
Totals: Bedroom			146.65	1,142.62	6,865.38	612.17	6,253.21



Living Room

Height: 7' 10"

340.75 SF Walls	161.48 SF Ceiling
502.23 SF Walls & Ceiling	161.48 SF Floor
17.94 SY Flooring	43.17 LF Floor Perimeter
56.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor
Window
Door
Door
Door

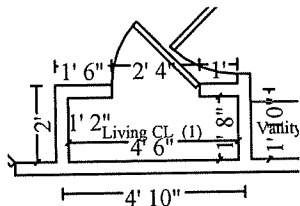
3' X 6' 10"
2' 8" X 4' 8"
2' 6" X 6' 8"
3' X 6' 8"
2' 6" X 6' 8"

Opens into KITCHEN
Opens into Exterior
Opens into BEDROOM
Opens into Exterior
Opens into BATHROOM



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Subroom: Living CL (1)

Height: 7' 10"

81.06 SF Walls
88.56 SF Walls & Ceiling
0.83 SY Flooring
12.33 LF Ceil. Perimeter

7.50 SF Ceiling
7.50 SF Floor
10.00 LF Floor Perimeter

Door

2' 4" X 6' 8"

Opens into LIVING_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,028. Seal floor or ceiling joist system (shellac)	168.98 SF	1.18	3.24	40.52	243.16	(0.00)	243.16
1,029. Clean floor or roof joist system	168.98 SF	0.67	8.37	22.68	144.27	(0.00)	144.27
1,030. Acoustic ceiling tile	168.98 SF	3.14	15.51	109.22	655.33	(27.40)	627.93
1,031. Batt insulation - 10" - R30 - paper faced	168.98 SF	1.36	8.62	47.68	286.11	(0.00)	286.11
1,032. Trim board - 1" x 4" - installed (pine)	26.67 LF	2.83	2.03	15.50	93.01	(0.00)	93.01
1,033. Trim board - 1" x 6" - installed (pine)	13.33 LF	3.68	1.66	10.16	60.87	(0.00)	60.87
1,034. 1/2" drywall - hung only (no tape or finish)	421.81 SF	1.16	11.90	100.24	601.44	(0.00)	601.44
1,035. Paneling - Standard grade	421.81 SF	1.94	12.15	166.10	996.56	(42.92)	953.64
1,036. Seal & paint paneling	421.81 SF	0.99	4.56	84.44	506.59	(26.83)	479.76
1,037. Corner trim	156.83 LF	1.55	7.06	50.04	300.19	(0.00)	300.19
1,038. Seal & paint corner trim - two coats	156.83 LF	0.92	1.04	29.06	174.38	(6.10)	168.28
1,039. Closet rod	4.50 LF	4.01	0.42	3.70	22.17	(0.00)	22.17
1,040. Window stool & apron	3.17 LF	5.82	0.48	3.80	22.73	(0.00)	22.73
1,041. Window trim set (casing & stop)	25.00 LF	3.50	1.76	17.86	107.12	(0.00)	107.12
1,042. Seal & paint door or window opening (per side)	2.00 EA	26.36	0.54	10.64	63.90	(3.15)	60.75
1,043. Baseboard - 6"	42.92 LF	4.46	6.85	39.66	237.93	(0.00)	237.93
1,044. Base shoe	5.00 LF	1.13	0.13	1.16	6.94	(0.00)	6.94
1,045. Seal & paint baseboard, oversized - two coats	27.17 LF	1.33	0.24	7.26	43.64	(2.01)	41.63
1,046. Carpet pad	168.98 SF	0.57	4.87	20.24	121.43	(60.19)	61.24
1,047. Carpet	216.25 SF	3.16	32.05	143.10	858.50	(396.34)	462.16
1,048. Carpet - metal transition strip	3.00 LF	3.27	0.29	2.02	12.12	(3.56)	8.56
1,049. Clean window unit (per side) 10 - 20 SF	1.00 EA	10.48	0.76	2.10	13.34	(0.00)	13.34
1,050. Interior door unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
1,051. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
1,052. Interior door - Colonist - pre-hung unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
1,053. Door lockset & deadbolt - exterior	1.00 EA	86.96	3.45	18.10	108.51	(0.00)	108.51

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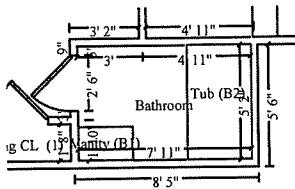


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CONTINUED - Living Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,054. Seal & paint door slab only (per side)	5.00 EA	31.89	2.27	32.36	194.08	(13.36)	180.72
1,055. Seal & paint door/window trim & jamb - (per side)	5.00 EA	26.28	1.31	26.54	159.25	(7.74)	151.51
1,056. Window blind - PVC - 1" - 7.1 to 14 SF	1.00 EA	61.61	1.19	12.56	75.36	(8.43)	66.93
1,057. 110 volt copper wiring run, box and switch	6.00 EA	50.40	3.47	61.18	367.05	(0.00)	367.05
Totals: Living Room			151.58	1,155.30	6,940.19	598.03	6,342.16



Bathroom

Height: 7' 10"

188.31 SF Walls	40.90 SF Ceiling
229.21 SF Walls & Ceiling	25.83 SF Floor
2.87 SY Flooring	8.67 LF Floor Perimeter
26.17 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into LIVING_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,058. Seal floor or ceiling joist system (shellac)	40.90 SF	1.18	0.79	9.82	58.87	(0.00)	58.87
1,059. Clean floor or roof joist system	40.90 SF	0.67	2.03	5.50	34.93	(0.00)	34.93
1,060. Acoustic ceiling tile	40.90 SF	3.14	3.75	26.44	158.62	(6.64)	151.98
1,061. Batt insulation - 10" - R30 - paper faced	40.90 SF	1.36	2.09	11.54	69.25	(0.00)	69.25
1,062. Waterproof paneling w/trim	188.31 SF	2.32	7.68	88.92	533.48	(27.15)	506.33
1,063. Seal & paint paneling Paneling is painted	188.31 SF	0.99	2.03	37.68	226.14	(11.98)	214.16
1,064. 1/2" drywall - hung only (no tape or finish)	188.31 SF	1.16	5.31	44.74	268.49	(0.00)	268.49
1,065. Corner trim	26.17 LF	1.55	1.18	8.36	50.10	(0.00)	50.10
1,066. Seal & paint corner trim - two coats	26.17 LF	0.92	0.17	4.86	29.11	(1.02)	28.09
1,067. Baseboard - 6"	5.25 LF	4.46	0.84	4.84	29.10	(0.00)	29.10
1,068. Seal & paint baseboard, oversized - two coats	5.25 LF	1.33	0.05	1.42	8.45	(0.39)	8.06

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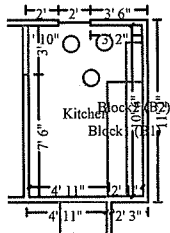
CONTINUED - Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,069. Seal & paint base shoe or quarter round	5.17 LF	0.66	0.03	0.68	4.12	(0.18)	3.94
1,070. Vinyl floor covering (sheet goods)	59.67 SF	3.04	7.05	37.70	226.15	(37.37)	188.78
1,071. Underlayment - 1/4" lauan/mahogany plywood	25.83 SF	1.44	0.84	7.60	45.64	(1.47)	44.17
1,072. Carpet - metal transition strip	2.25 LF	3.27	0.22	1.52	9.10	(2.67)	6.43
1,073. Interior door unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
1,074. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
1,075. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
1,076. Seal & paint door/window trim & jamb - (per side)	1.00 EA	26.28	0.26	5.32	31.86	(1.55)	30.31
1,077. Toilet - Detach & reset	1.00 EA	161.02	0.32	32.26	193.60	(0.00)	193.60
1,078. Toilet seat	1.00 EA	47.23	1.89	9.82	58.94	(33.36)	25.58
1,079. Fiberglass shower unit - Detach & reset	1.00 EA	328.29	0.00	65.66	393.95	(0.00)	393.95
1,080. Cleaning Technician - incl. cleaning agent - per hour	1.00 HR	31.94	2.37	6.40	40.71	(0.00)	40.71
Clean fixtures							
1,081. Detach & Reset Shower faucet	1.00 EA	51.21	0.00	10.24	61.45	(0.00)	61.45
1,082. Casing - 3 1/4" Trim around tub area	23.67 LF	2.32	2.12	11.40	68.43	(0.00)	68.43
1,083. Clothes dryer vent - installed	1.00 EA	53.16	1.69	10.98	65.83	(14.95)	50.88
1,084. Medicine cabinet - Detach & reset	1.00 EA	40.41	0.00	8.08	48.49	(0.00)	48.49
1,085. Vanity	2.50 LF	166.79	20.25	87.46	524.69	(71.55)	453.14
1,086. Vanity top - Detach & reset	2.50 LF	39.88	0.00	19.94	119.64	(0.00)	119.64
1,087. Rough in plumbing - per fixture	3.00 EA	432.75	16.34	262.92	1,577.51	(0.00)	1,577.51
1,088. Bathroom ventilation fan	1.00 EA	78.00	2.68	16.14	96.82	(0.00)	96.82
1,089. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
1,090. 110 volt copper wiring run, box and GFI outlet	1.00 EA	63.73	1.35	13.02	78.10	(0.00)	78.10
Totals: Bathroom			94.41	941.66	5,653.85	212.95	5,440.90



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Kitchen

Height: 7' 10"

193.46 SF Walls
266.96 SF Walls & Ceiling
8.17 SY Flooring
35.00 LF Ceil. Perimeter

73.50 SF Ceiling
73.50 SF Floor
22.83 LF Floor Perimeter

Window

2' X 3' 4"

Opens into Exterior

Missing Wall - Goes to Floor

3' X 6' 10"

Opens into LIVING_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,091. Seal floor or ceiling joist system (shellac)	73.50 SF	1.18	1.41	17.62	105.76	(0.00)	105.76
1,092. Clean floor or roof joist system	73.50 SF	0.67	3.64	9.88	62.77	(0.00)	62.77
1,093. Acoustic ceiling tile	73.50 SF	3.14	6.75	47.52	285.06	(11.93)	273.13
1,094. Batt insulation - 10" - R30 - paper faced	73.50 SF	1.36	3.75	20.76	124.47	(0.00)	124.47
1,095. Trim board - 1" x 4" - installed (pine)	10.50 LF	2.83	0.80	6.10	36.62	(0.00)	36.62
1,096. Paneling - Standard grade	193.46 SF	1.94	5.57	76.18	457.06	(19.68)	437.38
1,097. Seal & paint paneling	193.46 SF	0.99	2.09	38.72	232.34	(12.31)	220.03
1,098. 1/2" drywall - hung only (no tape or finish)	193.46 SF	1.16	5.46	45.98	275.85	(0.00)	275.85
1,099. Corner trim	56.00 LF	1.55	2.52	17.86	107.18	(0.00)	107.18
1,100. Seal & paint corner trim - two coats	56.00 LF	0.92	0.37	10.38	62.27	(2.17)	60.10
1,101. Clean window unit (per side) 10 - 20 SF	1.00 EA	10.48	0.76	2.10	13.34	(0.00)	13.34
1,102. Casing - 2 1/4"	24.00 LF	1.65	1.21	8.16	48.97	(0.00)	48.97
Trim above upper cabinets and as toe kick of lower base cabinets. Also framed as access panel							
1,103. Seal & paint trim - two coats	24.00 LF	1.18	0.16	5.70	34.18	(0.93)	33.25
1,104. Window stool & apron	2.50 LF	5.82	0.38	3.00	17.93	(0.00)	17.93
1,105. Window trim set (casing & stop)	9.42 LF	3.50	0.66	6.74	40.37	(0.00)	40.37
1,106. Seal & paint door or window opening (per side)	2.00 EA	26.36	0.54	10.64	63.90	(3.15)	60.75
1,107. Baseboard - 6"	14.83 LF	4.46	2.37	13.70	82.21	(0.00)	82.21
1,108. Seal & paint baseboard, oversized - two coats	14.83 LF	1.33	0.13	3.96	23.81	(1.10)	22.71
1,109. Vinyl floor covering (sheet goods)	107.33 SF	3.04	12.69	67.80	406.77	(67.24)	339.53
1,110. Underlayment - 1/4" lauan/mahogany plywood	73.50 SF	1.44	2.38	21.64	129.86	(4.21)	125.65
1,111. Plastic tile	266.96 SF						OPEN ITEM
1,112. Cabinetry - upper (wall) units - Reset	9.50 LF	27.64	0.00	52.52	315.10	(0.00)	315.10
1,113. Cabinetry - lower (base) units - Detach & reset	7.00 LF	53.90	0.00	75.46	452.76	(0.00)	452.76


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CONTINUED - Kitchen

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,114. Countertop - post formed plastic laminate - Detach & reset	7.00 LF	15.16	0.00	21.22	127.34	(0.00)	127.34
1,115. Sink - double - Detach & reset	1.00 EA	104.61	0.00	20.92	125.53	(0.00)	125.53
1,116. Clean sink	1.00 EA	9.03	0.65	1.80	11.48	(0.00)	11.48
1,117. Vinyl tile - self adhesive used as backsplash	21.33 SF	2.09	1.38	9.20	55.16	(7.32)	47.84
1,118. Range hood - Detach & reset	1.00 EA	64.01	0.00	12.80	76.81	(0.00)	76.81
1,119. Window blind - PVC - 1" - 7.1 to 14 SF	1.00 EA	61.61	1.19	12.56	75.36	(8.43)	66.93
1,120. Refrigerator - top freezer - 14 to 18 cf	1.00 EA	591.00	35.46	0.00	626.46	(89.50)	536.96
1,121. Clean range - interior and exterior	1.00 EA	29.72	2.18	5.94	37.84	(0.00)	37.84
1,122. Rough in plumbing - per fixture	2.00 EA	432.75	10.89	175.28	1,051.67	(0.00)	1,051.67
1,123. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
1,124. 110 volt copper wiring run, box and GFI outlet	1.00 EA	63.73	1.35	13.02	78.10	(0.00)	78.10
Totals: Kitchen			109.05	875.94	5,889.02	227.97	5,661.05
Total: Main Level			559.56	4,410.64	27,159.22	1,651.12	25,508.10
Total: Unit E			559.56	4,410.64	27,159.22	1,651.12	25,508.10

Storage
Main Level

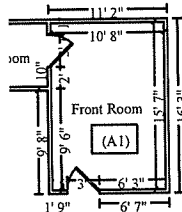
Main Level

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,125. Seal stud wall for odor control (shellac)	591.33 SF	0.88	9.58	106.00	635.95	(0.00)	635.95
1,126. Clean stud wall	591.33 SF	0.54	23.75	64.00	407.07	(0.00)	407.07
Total: Main Level			33.33	170.00	1,043.02	0.00	1,043.02



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Front Room

Height: 8'

380.00 SF Walls
546.22 SF Walls & Ceiling
18.47 SY Flooring
52.50 LF Ceil. Perimeter

166.22 SF Ceiling
166.22 SF Floor
46.50 LF Floor Perimeter

Door	3' X 6' 8"	Opens into REAR_ROOM					
Door	3' X 6' 8"	Opens into Exterior					
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,127. Clean floor or roof joist system	83.11 SF	0.67	4.12	11.16	70.96	(0.00)	70.96
1,128. Seal floor or ceiling joist system	83.11 SF	1.03	1.10	17.34	104.04	(0.00)	104.04
1,129. Batt insulation - 10" - R30 - paper faced	166.22 SF	1.36	8.48	46.92	281.46	(0.00)	281.46
1,130. 1/2" drywall - hung, taped, ready for texture	166.22 SF	1.67	5.19	56.56	339.34	(0.00)	339.34
1,131. Seal & texture paint the ceiling	166.22 SF	1.00	2.99	33.84	203.05	(17.62)	185.43
1,132. Corner trim	21.00 LF	1.55	0.95	6.72	40.22	(0.00)	40.22
1,133. Seal & paint corner trim - two coats	21.00 LF	0.92	0.14	3.88	23.34	(0.82)	22.52
1,134. Trim board - 1" x 2" - installed (pine)	21.00 LF	2.17	0.96	9.32	55.85	(0.00)	55.85
1,135. Seal & paint trim - two coats	42.00 LF	1.18	0.28	9.98	59.82	(1.63)	58.19
1,136. Crown molding - 3 1/4"	52.50 LF	3.36	3.97	36.08	216.45	(0.00)	216.45
1,137. Seal & paint crown molding, oversized - two coats	52.50 LF	1.30	0.41	13.74	82.40	(2.42)	79.98
1,138. 1/2" drywall - hung, taped, floated, ready for paint	380.00 SF	1.87	11.86	144.50	866.96	(0.00)	866.96
1,139. Seal/prime then paint the walls (2 coats)	380.00 SF	0.80	3.65	61.54	369.19	(21.49)	347.70
1,140. Baseboard - 3 1/4"	46.50 LF	2.82	3.49	26.92	161.54	(0.00)	161.54
1,141. Seal & paint baseboard - two coats	46.50 LF	1.25	0.31	11.68	70.12	(1.81)	68.31
1,142. Vinyl tile - self adhesive	9.00 SF	2.09	0.58	3.88	23.27	(3.09)	20.18
1,143. Carpet	191.00 SF	3.16	28.31	126.38	758.25	(350.06)	408.19
1,144. Carpet pad	166.22 SF	0.57	4.79	19.92	119.46	(59.20)	60.26
1,145. Seal & paint door slab only (per side)	3.00 EA	31.89	1.36	19.42	116.45	(8.01)	108.44
1,146. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
1,147. Interior door - Colonist - pre-hung unit	2.00 EA	164.16	14.09	68.48	410.89	(0.00)	410.89
1,148. Door lockset & deadbolt - exterior	1.00 EA	86.96	3.45	18.10	108.51	(0.00)	108.51
1,149. Seal & paint door/window trim & jamb - (per side)	2.00 EA	26.28	0.53	10.62	63.71	(3.10)	60.61
1,150. Track lighting - track only	1.00 LF	17.29	0.32	3.52	21.13	(0.57)	20.56
1,151. Fixture (can) for track lighting	3.00 EA	28.39	3.56	17.76	106.49	(6.29)	100.20

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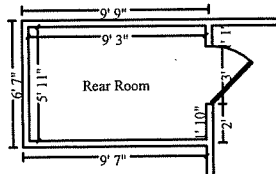


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CONTINUED - Front Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,152. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
Totals: Front Room			109.36	831.92	4,994.80	495.16	4,499.64



Rear Room

Height: 8'

222.67 SF Walls	54.73 SF Ceiling
277.40 SF Walls & Ceiling	54.73 SF Floor
6.08 SY Flooring	27.33 LF Floor Perimeter
30.33 LF Ceil. Perimeter	

Door

3' X 6' 8"

Opens into FRONT_ROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,153. Seal floor or ceiling joist system (shellac)	54.73 SF	1.18	1.05	13.14	78.77	(0.00)	78.77
1,154. Clean floor or roof joist system	54.73 SF	0.67	2.71	7.36	46.74	(0.00)	46.74
1,155. Batt insulation - 10" - R30 - paper faced	54.73 SF	1.36	2.79	15.44	92.66	(0.00)	92.66
1,156. 1/2" drywall - hung, taped, ready for texture	54.73 SF	1.67	1.71	18.62	111.73	(0.00)	111.73
1,157. Seal & texture paint the ceiling	54.73 SF	1.00	0.99	11.14	66.86	(5.80)	61.06
1,158. Crown molding - 3 1/4"	30.33 LF	3.36	2.29	20.84	125.04	(0.00)	125.04
1,159. Seal & paint crown molding, oversized - two coats	30.33 LF	1.30	0.24	7.92	47.59	(1.39)	46.20
1,160. 1/2" drywall - hung, taped, floated, ready for paint	222.67 SF	1.87	6.95	84.68	508.02	(0.00)	508.02
1,161. Vinyl tile - self adhesive	9.00 SF	2.09	0.58	3.88	23.27	(3.09)	20.18
1,162. Baseboard - 3 1/4"	27.33 LF	2.82	2.05	15.84	94.96	(0.00)	94.96
1,163. Seal & paint baseboard - two coats	27.33 LF	1.25	0.18	6.88	41.22	(1.06)	40.16
1,164. Closet package - hall/linen (4 shelves 3' wide)	1.00 EA	127.92	3.86	26.36	158.14	(0.00)	158.14
1,165. Seal & paint closet shelving - linen closet	1.00 EA	74.42	0.76	15.04	90.22	(4.45)	85.77
1,166. Trim board - 1" x 6" - installed (pine)	10.50 LF	3.68	1.31	7.98	47.93	(0.00)	47.93
1,167. Seal & paint trim - two coats	10.50 LF	1.18	0.07	2.50	14.96	(0.41)	14.55
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CONTINUED - Rear Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,168. Vinyl floor covering (sheet goods)	74.00 SF	3.04	8.75	46.76	280.47	(46.35)	234.12
1,169. Underlayment - 1/4" lauan/mahogany plywood	54.73 SF	1.44	1.77	16.12	96.70	(3.14)	93.56
1,170. Light bar - 3 lights	1.00 EA	62.51	1.61	12.82	76.94	(14.19)	62.75
1,171. Fluorescent - one tube - 2' - strip light	1.00 EA	64.65	1.73	13.28	79.66	(15.32)	64.34
1,172. Bathroom ventilation fan	1.00 EA	78.00	2.68	16.14	96.82	(47.38)	49.44
1,173. Light fixture	1.00 EA	62.17	2.16	12.88	77.21	(19.05)	58.16
1,174. Interior door - Colonist - pre-hung unit	1.00 EA	164.16	7.04	34.24	205.44	(0.00)	205.44
1,175. Door knob - interior	1.00 EA	43.15	1.28	8.90	53.33	(0.00)	53.33
1,176. Seal & paint door/window trim & jamb - (per side)	1.00 EA	26.28	0.26	5.32	31.86	(1.55)	30.31
1,177. Seal & paint door slab only (per side)	1.00 EA	31.89	0.45	6.48	38.82	(2.67)	36.15
1,178. Bath accessory	1.00 EA	26.97	0.82	5.56	33.35	(0.00)	33.35
1,179. Shower faucet	1.00 EA	198.29	7.80	41.22	247.31	(68.90)	178.41
1,180. 110 volt copper wiring run, box and switch	4.00 EA	50.40	2.31	40.78	244.69	(0.00)	244.69
Totals: Rear Room			66.20	518.12	3,110.71	234.75	2,875.96
Total: Main Level			208.89	1,520.04	9,148.53	729.91	8,418.62
Total: Storage			208.89	1,520.04	9,148.53	729.91	8,418.62

Common Area
2nd Floor



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Common Hallway

Height: 8' 6"

1158.36 SF Walls	306.66 SF Ceiling
1465.02 SF Walls & Ceiling	306.66 SF Floor
34.07 SY Flooring	132.00 LF Floor Perimeter
151.83 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into Exterior
Door	3' X 6' 8"	Opens into Exterior
Door	2' 8" X 6' 8"	Opens into Exterior
Door	2' 8" X 6' 8"	Opens into Exterior
Missing Wall	4' X 8' 6"	Opens into Exterior
Door	3' X 6' 8"	Opens into Exterior
Missing Wall	3' 6" X 8' 6"	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Door	3' X 6' 8"	Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,181. Seal floor or ceiling joist system (shellac)	183.00 SF	1.18	3.51	43.88	263.33	(0.00)	263.33
1,182. Clean floor or roof joist system	183.00 SF	0.67	9.06	24.56	156.23	(0.00)	156.23
1,183. Acoustic ceiling tile	306.66 SF	3.14	28.15	198.22	1,189.28	(49.74)	1,139.54
1,184. Batt insulation - 10" - R30 - paper faced	306.66 SF	1.36	15.64	86.54	519.24	(0.00)	519.24
1,185. 5/8" drywall - hung only (no tape or finish)	2,316.72 SF	1.26	75.06	598.84	3,592.97	(0.00)	3,592.97
Double drywall along hallway							
1,186. Paneling - Standard grade	1,158.36 SF	1.94	33.36	456.12	2,736.70	(117.87)	2,618.83
1,187. Corner trim	58.50 LF	1.55	2.63	18.66	111.97	(0.00)	111.97
1,188. Seal & paint corner trim - two coats	58.50 LF	0.92	0.39	10.84	65.05	(2.28)	62.77
1,189. Trim board - 1" x 6" - installed (pine)	26.33 LF	3.68	3.29	20.04	120.22	(0.00)	120.22
some was behind the crown							
1,190. Trim board - 1" x 4" - installed (pine)	65.92 LF	2.83	5.02	38.32	229.89	(0.00)	229.89
portion used as crown molding. Some of this was doubled up to make up space difference in walls							
1,191. Seal & paint trim - two coats	92.25 LF	1.18	0.61	21.90	131.37	(3.58)	127.79
1,192. Seal & paint door/window trim & jamb - (per side)	7.00 EA	26.28	1.84	37.16	222.96	(10.83)	212.13
1,193. Paint door slab only - 2 coats (per side)	7.00 EA	31.14	2.86	44.18	265.02	(16.84)	248.18
1,194. Baseboard - 6"	125.00 LF	4.46	19.95	115.50	692.95	(0.00)	692.95
1,195. Seal & paint baseboard, oversized - two coats	125.00 LF	1.33	1.13	33.48	200.86	(9.28)	191.58

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CONTINUED - Common Hallway

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,196. Casing - 2 1/4" small access trim	6.00 LF	1.65	0.30	2.04	12.24	(0.00)	12.24
1,197. Seal & paint casing - two coats	6.00 LF	1.25	0.04	1.50	9.04	(0.23)	8.81
1,198. Laminate - simulated wood flooring	306.66 SF	5.70	56.85	360.98	2,165.79	(281.24)	1,884.55
1,199. Seal underlayment for odor control	306.66 SF	0.50	1.47	30.96	185.76	(0.00)	185.76
1,200. Smoke detector	1.00 EA	46.18	1.23	9.48	56.89	(4.34)	52.55
1,201. Light bar - 4 lights	1.00 EA	73.26	2.25	15.12	90.63	(19.88)	70.75
1,202. 5 lb. ABC fire extinguisher	1.00 EA	83.13	4.59	17.54	105.26	(0.00)	105.26
1,203. Fire extinguisher and cabinet, 14" x 27" x 8"	1.00 EA	308.46	15.78	64.86	389.10	(0.00)	389.10
1,204. Sheathing - plywood - 3/4" - tongue and groove	213.99 SF	2.25	15.54	99.40	596.42	(0.00)	596.42
Totals: Common Hallway			300.55	2,350.12	14,109.17	516.11	13,593.06
Total: 2nd Floor			300.55	2,350.12	14,109.17	516.11	13,593.06

1st Floor
1st Floor

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,205. Seal stud wall for odor control (shellac)	1,137.60 SF	0.88	18.43	203.90	1,223.42	(0.00)	1,223.42
1,206. Clean stud wall	1,137.60 SF	0.54	45.70	123.14	783.14	(0.00)	783.14
Total: 1st Floor			64.13	327.04	2,006.56	0.00	2,006.56



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Entry/Foyer

Height: 10' 8"

250.31 SF Walls	45.67 SF Ceiling
295.97 SF Walls & Ceiling	45.67 SF Floor
5.07 SY Flooring	23.67 LF Floor Perimeter
26.83 LF Ceil. Perimeter	

Missing Wall

Door

Door

4' X 10' 8"

2' 6" X 5' 6"

3' 2" X 7'

Opens into FRONT_STAIRS

Opens into Exterior

Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,207. Seal floor or ceiling joist system (shellac)	45.67 SF	1.18	0.88	10.96	65.73	(0.00)	65.73
1,208. Clean floor or roof joist system - Heavy	45.67 SF	0.94	3.15	8.60	54.68	(0.00)	54.68
1,209. Two coat plaster over 5/8" gypsum core blueboard	295.97 SF	7.12	29.30	427.32	2,563.93	(172.55)	2,391.38
1,210. Seal/prime then paint part of the walls and ceiling (2 coats)	251.91 SF	0.80	2.42	40.78	244.73	(14.25)	230.48
1,211. Seal & paint paneling	44.06 SF	0.99	0.48	8.82	52.92	(2.80)	50.12
1,212. Fluorescent - two tube - 4' - strip light	1.00 EA	75.76	2.40	15.64	93.80	(21.20)	72.60
1,213. Vinyl tile	45.67 SF	3.37	6.06	32.00	191.97	(32.10)	159.87
1,214. Storefront - aluminum anodized frame - Single pane	22.17 SF	22.22	19.89	102.50	615.01	(175.66)	439.35
1,215. Mailboxes - commercial/group - keyed	5.00 EA	120.68	34.55	127.60	765.55	(0.00)	765.55
1,216. Casing - 2 1/4" hardwood	11.75 LF	2.43	1.14	5.94	35.63	(0.00)	35.63
1,217. Seal & paint chair rail - two coats	11.75 LF	1.18	0.08	2.80	16.75	(0.46)	16.29
1,218. Door opening (jamb & casing) - 32"to36"wide - paint grade	1.00 EA	95.90	3.31	19.84	119.05	(0.00)	119.05
1,219. T & G paneling - butterfly (beaded vee with 1" cove)	44.06 SF	4.55	5.42	41.18	247.07	(19.14)	227.93
1,220. Interior door - birch - slab only	1.00 EA	104.20	3.10	21.46	128.76	(0.00)	128.76
access door on wall							
1,221. Cabinet knob or pull	1.00 EA	7.59	0.21	1.56	9.36	(1.88)	7.48
access door has a pull							
1,222. Seal & paint door slab only (per side)	2.00 EA	31.89	0.91	12.94	77.63	(5.34)	72.29
1,223. Cut down interior door - slab only	1.00 EA	30.77	0.00	6.16	36.93	(0.00)	36.93
1,224. Seal & paint door/window trim & jamb - (per side)	3.00 EA	26.28	0.79	15.92	95.55	(4.64)	90.91
Totals: Entry/Foyer			114.09	902.02	5,415.05	450.02	4,965.03

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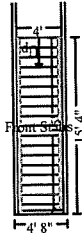
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Front Stairs

Height: Stepped

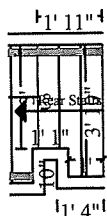
365.40 SF Walls	61.33 SF Ceiling
426.73 SF Walls & Ceiling	111.00 SF Floor
12.33 SY Flooring	36.98 LF Floor Perimeter
41.67 LF Ceil. Perimeter	

Missing Wall

4' X 10' 8"

Opens into ENTRY_FOYER

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,225. Seal floor or ceiling joist system (shellac)	61.33 SF	1.18	1.18	14.72	88.27	(0.00)	88.27
1,226. Clean floor or roof joist system - Heavy	61.33 SF	0.94	4.22	11.56	73.43	(0.00)	73.43
1,227. Two coat plaster over 5/8" gypsum core blueboard	426.73 SF	7.12	42.25	616.12	3,696.69	(248.78)	3,447.91
1,228. Paneling - Standard grade	195.70 SF	1.94	5.64	77.06	462.36	(19.92)	442.44
1,229. Seal/prime then paint part of the walls and ceiling (2 coats)	231.03 SF	0.80	2.22	37.40	224.44	(13.06)	211.38
1,230. Seal & paint paneling	195.70 SF	0.99	2.11	39.16	235.01	(12.44)	222.57
1,231. Clean stair tread - per side - per LF	72.00 LF	0.47	2.48	6.76	43.08	(0.00)	43.08
1,232. Clean stair riser - per side - per LF	76.00 LF	0.39	2.19	5.94	37.77	(0.00)	37.77
1,233. Seal & paint stair riser - per side - per LF	76.00 LF	3.00	2.42	46.08	276.50	(14.24)	262.26
1,234. Handrail - round / oval - softwood - wall mounted	18.17 LF	9.20	3.58	34.16	204.90	(0.00)	204.90
1,235. Paint handrail - wall mounted	18.17 LF	0.94	0.16	3.46	20.70	(0.96)	19.74
1,236. Stair nosing safety tread - 1 1/2"x 3"	73.33 LF	4.07	7.92	61.28	367.65	(39.18)	328.47
Totals: Front Stairs			76.37	953.70	5,730.80	348.58	5,382.22



Rear Stairs

Height: 8' 6"

35.35 SF Walls	6.61 SF Ceiling
41.96 SF Walls & Ceiling	15.02 SF Floor
1.67 SY Flooring	6.25 LF Floor Perimeter
4.83 LF Ceil. Perimeter	

Missing Wall

3' 10" X 8' 6"

Opens into Exterior

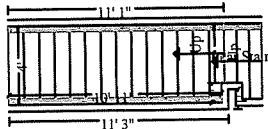


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Subroom: Rear Stairs (1)

Height: Stepped



230.00 SF Walls
274.17 SF Walls & Ceiling
9.30 SY Flooring
32.33 LF Ceil. Perimeter

44.17 SF Ceiling
83.67 SF Floor
28.93 LF Floor Perimeter

Missing Wall

3' X 8' 6"

Opens into REAR_STAIRS

Missing Wall

4' X 8' 6"

Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,237. Seal floor or ceiling joist system (shellac)	50.77 SF	1.18	0.98	12.18	73.07	(0.00)	73.07
1,238. Clean floor or roof joist system - Heavy	50.77 SF	0.94	3.50	9.56	60.78	(0.00)	60.78
1,239. Two coat plaster over 5/8" gypsum core blueboard	50.77 SF	7.12	5.03	73.30	439.81	(0.00)	439.81
1,240. Furring strip - 1" x 3"	50.77 SF	0.89	0.82	9.20	55.21	(0.00)	55.21
1,241. Acoustic ceiling tile	37.11 SF	3.14	3.41	23.98	143.92	(6.02)	137.90
1,242. 1/2" drywall - hung only (no tape or finish)	260.28 SF	1.16	7.34	61.84	371.10	(0.00)	371.10
drywall is hung behind paneling and as a 2nd layer on portion of stair ceiling. Does not cover all of surfaces							
1,243. 1/2" drywall - hung, taped, floated, ready for paint	13.67 SF	1.87	0.43	5.20	31.19	(0.00)	31.19
portion of stair ceiling							
1,244. Paneling - Standard grade	46.76 SF	1.94	1.35	18.42	110.48	(4.76)	105.72
Paneling is not on every wall							
1,245. AC plywood - 1/2"	18.47 SF	2.30	1.51	8.80	52.79	(0.00)	52.79
Partially on walls							
1,246. Trim board - 1" x 4" - installed (pine)	7.67 LF	2.83	0.58	4.46	26.75	(0.00)	26.75
1,247. Seal block with masonry sealer	86.61 SF	0.74	1.56	13.14	78.79	(9.18)	69.61
portion of stair walls							
1,248. Handrail - round / oval - softwood - wall mounted	24.42 LF	9.20	4.81	45.90	275.37	(0.00)	275.37
1,249. Trim board - 1" x 2" - installed (pine)	9.42 LF	2.17	0.43	4.16	25.03	(0.00)	25.03
HR was attached to trim attached to wall							
1,250. Seal/prime then paint the walls (2 coats)	265.35 SF	0.80	2.55	42.98	257.81	(15.00)	242.81
1,251. Seal & paint stair tread - per side - per LF	68.00 LF	4.51	3.26	62.00	371.94	(19.22)	352.72
1,252. Seal & paint stair riser - per side - per LF	72.00 LF	3.00	2.29	43.66	261.95	(13.48)	248.47
Totals: Rear Stairs			39.85	438.78	2,635.99	67.66	2,568.33

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Total: 1st Floor	294.44	2,621.54	15,788.40	866.26	14,922.14
Total: Common Area	594.99	4,971.66	29,897.57	1,382.37	28,515.20

Source - Geomni Roof

Source - Geomni Roof

Source - Geomni Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,253. 2" x 10" x 20' #2 & better Fir / Larch (material only)	1.00 EA	29.64	1.78	6.28	37.70	(0.00)	37.70
1,254. 2" x 10" x 8' #2 & better Fir / Larch (material only)	1.00 EA	11.86	0.71	2.52	15.09	(0.00)	15.09
1,255. 2" x 8" x 16' #2 & better Fir / Larch (material only)	59.00 EA	16.62	58.83	207.88	1,247.29	(0.00)	1,247.29
1,256. 2" x 6" x 20' #2 & better Fir / Larch (material only)	10.00 EA	18.98	11.39	40.24	241.43	(0.00)	241.43
1,257. 2" x 6" x 8' #2 & better Fir / Larch (material only)	7.00 EA	6.42	2.70	9.52	57.16	(0.00)	57.16
1,258. 2" x 6" x 16' #2 & better Fir / Larch (material only)	5.00 EA	12.75	3.83	13.52	81.10	(0.00)	81.10
1,259. Rafters - 2x8 - Labor only - (using rafter length)	2,715.41 LF	1.97	4.89	1,070.86	6,425.11	(0.00)	6,425.11
1,260. Additional labor - 2x8-2x12 - 9/12 to 12/12 slope	581.72 LF	1.23	0.00	143.10	858.62	(0.00)	858.62
1,261. Rafters - 2x10 - Labor only - (using rafter length)	27.39 LF	2.19	0.05	12.02	72.05	(0.00)	72.05
1,262. Rafters - 2x6 - Labor only - (using rafter length)	426.74 LF	1.65	0.77	140.98	845.87	(0.00)	845.87
1,263. Additional labor - 2x4-2x6 - 9/12 to 12/12 slope	112.96 LF	0.81	0.00	18.30	109.80	(0.00)	109.80
1,264. Sheathing - spaced 1" x 8"	1,024.00 SF	4.19	118.58	881.84	5,290.98	(0.00)	5,290.98
1,265. 2" x 8" x 18' #2 & better Fir / Larch (material only)	11.00 EA	19.04	12.57	44.40	266.41	(0.00)	266.41
1,266. 2" x 6" x 18' #2 & better Fir / Larch (material only)	6.00 EA	15.08	5.43	19.18	115.09	(0.00)	115.09
1,267. Joist - 2x8 floor or ceiling system used as roof framing	606.00 BF	1.89	32.72	235.60	1,413.66	(0.00)	1,413.66
1,268. 2" x 8" lumber (1.33 BF per LF) for rim joists attached to masonry walls	58.75 LF	2.73	4.19	32.92	197.50	(0.00)	197.50
1,269. 2" x 8" x 20' #2 & better Fir / Larch (material only)	75.00 EA	20.94	94.23	332.94	1,997.67	(0.00)	1,997.67
1,270. 2" x 8" x 10' #2 & better Fir / Larch (material only)	9.00 EA	10.47	5.65	19.98	119.86	(0.00)	119.86
1,271. 2" x 8" x 12' #2 & better Fir / Larch (material only)	8.00 EA	12.61	6.05	21.40	128.33	(0.00)	128.33

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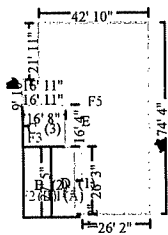


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CONTINUED - Source - Geomni Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,272. 2" x 6" x 10' #2 & better Fir / Larch (material only)	1.00 EA	8.03	0.48	1.70	10.21	(0.00)	10.21
1,273. Sheathing - OSB - 1/2"	2,656.00 SF	1.22	60.56	660.18	3,961.06	(0.00)	3,961.06
1,274. Additional charge for high roof (2 stories or greater)	29.72 SQ	18.03	0.00	107.18	643.03	(0.00)	643.03
1,275. Sheathing - additional cost for H-clips	2,654.00 SF	0.10	3.18	53.72	322.30	(0.00)	322.30
1,276. Tile roofing - Hurricane clip & wind lock add-on	149.00 LF	3.24	4.83	97.52	585.11	(0.00)	585.11
1,277. Boom lift - 50'-60' reach (per week)	1.00 WK	1,458.49	0.00	291.70	1,750.19	(0.00)	1,750.19
Total: Source - Geomni Roof			433.42	4,465.48	26,792.62	0.00	26,792.62



E

3755.96 Surface Area
308.84 Total Perimeter Length

37.56 Number of Squares
27.39 Total Ridge Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,278. Rubber roofing - Mechanically attached - 45 mil	29.21 SQ	304.01	145.31	1,805.08	10,830.52	(256.71)	10,573.81
1,279. Insulation - ISO board, 1"	7.04 SQ	154.58	28.37	223.32	1,339.93	(16.71)	1,323.22
1,280. Metal roofing	741.18 SF	5.27	60.93	793.38	4,760.33	(71.75)	4,688.58
1,281. Chimney flashing - average (32" x 36")	1.00 EA	361.64	4.63	73.24	439.51	(0.00)	439.51
1,282. Snow guard/stop	24.00 EA	16.74	8.52	82.06	492.34	(0.00)	492.34
1,283. Soffit - wood	216.00 SF	4.62	19.83	203.54	1,221.29	(0.00)	1,221.29
1,284. Fascia - metal - 6"	108.00 LF	4.09	10.43	90.42	542.57	(0.00)	542.57
Totals: E			278.02	3,271.04	19,626.49	345.17	19,281.32
Total: Source - Geomni Roof			711.44	7,736.52	46,419.11	345.17	46,073.94



Nationwide Property & Casualty Insurance Company

John D. Matthews
Commercial Claims Specialist III
PO Box 182068
Columbus, Ohio 43218-2068
Cell: 410.279.4856 Fax: 866.402.6313
email: matthj11@nationwide.com

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1,285. Rain cap - 4" to 5"	1.00 EA	33.63	1.04	6.92	41.59	(0.00)	41.59
1,286. Repairs per Dauphin Enterprises LLC*	1.00 EA	45,120.00	0.00	9,024.00	54,144.00	(9,024.00)	45,120.00
<p>Our price is based on being able to have a lay down area in the parking lot to the right of this location. For dumpster and laydown area. The awning will need to be removed by others so we can set up scaffold. We will be blocking the entire sidewalk, so any signage or permits will need to be done by you. We will be running a forklift from the front of the building and into the parking lot, so any signage or permits will need to be done by you, including possibly closing parking spaces in front of job. Price based on water onsite.</p> <p>Price based on taking down the brick to just above the windows on the second floor over the laundromat and both gabled ends of the apartment building and the chimney on the back gable. All brick work is figured as 2 wythes of brick.</p> <p>We will set up scaffold to access the work area. We will put caution tape and cones around the scaffold. If anything else is needed, it will need to be done by you.</p> <p>We will demo the brick, place them in our forklift bucket and then dump them into a dumpster in the side parking lot.</p> <p>We will replace the angle irons over the windows.</p> <p>We will lay new brick and wash down with Surekleen 600. Brick and mortar to match existing as close as possible. Due to the change in brick sizing since this building was built, the new brick may be smaller. We will tooth at the sides of the building.</p> <p>We will tear down scaffold.</p> <p>We will broom clean area and remove all our debris.</p>							
1,287. Ridge / Hip / Rake cap - tile roofing	180.50 LF	11.60	75.16	433.80	2,602.76	(0.00)	2,602.76
1,288. General Laborer - per hour	40.00 HR	35.98	0.00	287.84	1,727.04	(0.00)	1,727.04
<i>One laborer for one week for general conditions, cartage and clean up of work associated only with the brick.</i>							
1,289. Debris chute hopper - per week - 30" x 4' section	16.00 WK	28.80	0.00	92.16	552.96	(0.00)	552.96
1,290. Detach & Reset Exterior post light fixture	2.00 EA	95.07	0.00	38.02	228.16	(0.00)	228.16
1,291. Install Commercial sign face	48.00 SF	3.12	0.00	29.96	179.72	(0.00)	179.72
<i>Action only to remove and reset</i>							
1,292. Electrician - per hour	16.00 HR	75.01	0.00	240.04	1,440.20	(0.00)	1,440.20
<i>Hours associated only with the front portion of the building for the detach and reset of the electrical wiring which runs from to the building.</i>							
1,293. Exterior light fixture - Detach & reset	3.00 EA	54.84	0.00	32.90	197.42	(0.00)	197.42
1,294. Paint brick	5,925.00 SF	0.72	99.54	873.10	5,238.64	(0.00)	5,238.64
1,295. R&R Awning - Window/door - Aluminum or steel	20.00 LF	66.06	54.52	275.14	1,650.86	(0.00)	1,650.86
1,296. Storefront door - alum. anodized frame, 3'x7' -Single pane	1.00 EA	1,263.46	65.34	265.76	1,594.56	(0.00)	1,594.56
Totals: Exterior			295.60	11,599.64	69,597.91	9,024.00	60,573.91
Total: Source - Geomni Roof			1,007.04	19,336.16	116,017.02	9,369.17	106,647.85
Line Item Totals: WASHINGTON STREET LL			8,916.64	98,122.00	635,898.86	49,991.18	585,907.68



Nationwide Property & Casualty Insurance Company

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 Commercial Claims Specialist III
 PO Box 182068
 Columbus, Ohio 43218-2068
 Cell: 410.279.4856 Fax: 866.402.6313
 email: matthj11@nationwide.com

Grand Total Areas:

16,946.51 SF Walls	6,579.86 SF Ceiling	23,526.37 SF Walls and Ceiling
6,618.41 SF Floor	735.38 SY Flooring	2,041.74 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	2,504.67 LF Ceil. Perimeter
6,618.41 Floor Area	7,183.39 Total Area	15,958.67 Interior Wall Area
10,363.99 Exterior Wall Area	1,380.83 Exterior Perimeter of Walls	
3,755.96 Surface Area	37.56 Number of Squares	308.84 Total Perimeter Length
27.39 Total Ridge Length	0.00 Total Hip Length	


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Summary for Building 1

Line Item Total	528,860.22
Material Sales Tax	8,076.39
Cleaning Mtl Tax	20.23
Subtotal	536,956.84
Overhead	49,061.00
Profit	49,061.00
Cleaning Sales Tax	820.02
Replacement Cost Value	\$635,898.86
Less Depreciation	(49,991.18)
Actual Cash Value	\$585,907.68
Less Deductible	(1,000.00)
Less Prior Payment(s)	(2,234.00)
Net Claim Remaining	\$582,673.68
Total Recoverable Depreciation	49,991.18
Net Claim Remaining if Depreciation is Recovered	\$632,664.86

John Matthews


Nationwide Property & Casualty Insurance Company

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Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
ACOUSTICAL TREATMENTS	13,648.47	533.44	13,115.03
APPLIANCES	5,089.10	691.60	4,397.50
AWNINGS & PATIO COVERS	1,306.20		1,306.20
CABINETRY	19,429.03	4,151.39	15,277.64
CLEANING	10,102.19		10,102.19
GENERAL DEMOLITION	33,975.60		33,975.60
DOORS	9,565.80		9,565.80
DRYWALL	21,743.28		21,743.28
ELECTRICAL	7,774.99	69.04	7,705.95
ELECTRICAL - SPECIAL SYSTEMS	136.42	40.40	96.02
MISC. EQUIPMENT - COMMERCIAL	149.76		149.76
HEAVY EQUIPMENT	1,458.49		1,458.49
FLOOR COVERING - CARPET	10,178.04	5,602.61	4,575.43
FLOOR COVERING - RESILIENT	298.45	36.96	261.49
FLOOR COVERING - VINYL	18,161.50	3,051.66	15,109.84
FLOOR COVERING - WOOD	1,747.96	265.32	1,482.64
PERMITS AND FEES	420.00		420.00
FINISH CARPENTRY / TRIMWORK	14,393.14		14,393.14
FINISH HARDWARE	2,992.12		2,992.12
FIRE PROTECTION SYSTEMS	391.59		391.59
FRAMING & ROUGH CARPENTRY	23,866.60		23,866.60
GLASS, GLAZING, & STOREFRONTS	1,756.08	165.72	1,590.36
HAZARDOUS MATERIAL REMEDIATION	1,265.60		1,265.60
HEAT, VENT & AIR CONDITIONING	69,425.16	14,276.04	55,149.12
INSULATION	4,905.54		4,905.54
LABOR ONLY	1,439.20		1,439.20
LIGHT FIXTURES	6,787.19	1,316.65	5,470.54
MASONRY	45,120.00	9,024.00	36,096.00
MARBLE - CULTURED OR NATURAL	698.43		698.43
INTERIOR LATH & PLASTER	39,859.99	3,051.14	36,808.85
PLUMBING	18,482.02	1,886.20	16,595.82
PANELING & WOOD WALL FINISHES	15,905.63	810.07	15,095.56
PAINTING	49,452.71	1,801.13	47,651.58
ROOFING	23,178.65	325.63	22,853.02
SOFFIT, FASCIA, & GUTTER	1,439.64		1,439.64
WINDOW TREATMENT	1,577.41	209.90	1,367.51
WINDOWS - VINYL	4,410.24	1,042.88	3,367.36

WASHINGTON_STREET_LL

1/21/2020

Page: 85


Nationwide Property & Casualty Insurance Company

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O&P Items	RCV	Deprec.	ACV
O&P Items Subtotal	482,532.22	48,351.78	434,180.44
Non-O&P Items	RCV	Deprec.	ACV
APPLIANCES - MAJOR W/O INSTALL	591.00	84.43	506.57
PERMITS AND FEES	24,000.00		24,000.00
LABOR ONLY	19,503.00		19,503.00
TEMPORARY REPAIRS	2,234.00		2,234.00
Non-O&P Items Subtotal	46,328.00	84.43	46,243.57
O&P Items Subtotal	482,532.22	48,351.78	434,180.44
Material Sales Tax	8,076.39	1,554.97	6,521.42
Cleaning Mtl Tax	20.23		20.23
Overhead	49,061.00		49,061.00
Profit	49,061.00		49,061.00
Cleaning Sales Tax	820.02		820.02
Total	635,898.86	49,991.18	585,907.68

This estimate includes amounts to test and/or for initial containment of lead and/or asbestos. These amounts may not be covered by your policy given the absence of direct physical loss to your property caused by lead and/or asbestos and/or the application of certain policy exclusions, including those for loss resulting directly or indirectly from enforcement of an Ordinance or Law and from Contamination or Pollution. Nonetheless, as an accommodation to you, the company has agreed to pay the specified testing and/or containment costs on your behalf. In accepting this estimate and the company's payment, you agree that the company is reserving all its rights and that the payment of these testing and/or containment costs will not prejudice, waive, or affect in any way the company's ability to enforce its rights under your policy and otherwise.

For additional information related to lead and asbestos testing and containment, visit www.epa.gov/lead or www.epa.gov/asbestos.

EXHIBIT AA

***ALLISON & RICKARDS,
ATTORNEYS AT LAW, LLC***

102 W. Penn Street
Suite 1
Bedford, PA 15522

Bradley D. Allison, Esquire
Girard E. Rickards, Esquire *

Telephone No. (814) 623-7566
Fax No. (814) 623-7367

*Certified Civil Trial Specialist
National Board of Trial Advocacy

Writer's email: ger@arlawllc.com
www.bedfordinjurylaw.com

March 12, 2020

VIA EMAIL TO: MATTHJ11@Nationwide.com and First-Class Mail

Mr. John D. Matthews, AIC
Nationwide Property & Casualty Insurance Company
P.O. Box 182068
Columbus, OH 43218-2068


RE: Insured: Washington Street, LLC
Claim No. 296858-GJ
Loss Date: July 14, 2019

Dear Mr. Matthews:

It is apparent that in order to reconstruct the apartment building, the cost of compliance with the construction codes is significant. For example, a sprinkler system must be installed and the floor joists must be removed and restructured. This loss appears to exceed the policy's stated limit of eight hundred fifty-four thousand seven hundred dollars (\$854,700.00) excluding debris removal.

My client has selected Andrew Weaver of The Weaver Adjustment Group, LLC to serve as her appraiser. Kindly identify Nationwide's appraiser at your earliest convenience. Thank you.

Sincerely,



Girard E. Rickards

Cc: Client
Gary D. Shetter, Jr., LUTCF
Mr. Andrew Weaver

EXHIBIT BB

11/4/2020

296858-GJ Appraiser

From: MATTHJ11@nationwide.com,

To: gerickards@aol.com,

Subject: 296858-GJ Appraiser

Date: Wed, Apr 1, 2020 3:27 pm

Attachments: Appraisal letter.pdf (29K)

Mr. McConnell will be representing us in the process.

Hopefully the two can work out the differences.

John Matthews
Nationwide Property & Casualty Insurance Company
Claims Spec II, Coml Property
P.O. Box 182068
Columbus, OH 43218-2068
(Work) 614-435-3876
(Fax) 866-402-6313
MATTHJ11@nationwide.com

EXHIBIT CC

11/4/2020

296858-GJ Appraisal Letter

From: MATTHJ11@nationwide.com,

To: gerickards@aol.com,

Subject: 296858-GJ Appraisal Letter

Date: Fri, Apr 3, 2020 6:21 pm

Attachments: Letter regarding Appraisal.pdf (20K)

Mr. Rickards,

Please read the attached letter regarding the upcoming appraisal process.

John Matthews
Nationwide Property & Casualty Insurance Company
Claims Spec II, Coml Property
P.O. Box 182068
Columbus, OH 43218-2068
(Work) 614-435-3876
(Fax) 866-402-6313
MATTHJ11@nationwide.com



Allison & Ricards
Page 1 of 2

Date prepared April 3, 2020
Claim number 296858-GJ
Policy number ACP CPPK3056474267
Questions? Contact Claims Associate
John Matthews
MATTHJ11@nationwide.com
Phone 614-435-3876
Fax 866-402-6313

Allison & Ricards
102 W. Penn St.
Ste 1
Bedford, PA 15522

Claim details

Insurer: Nationwide Property & Casualty Insurance Company
Policyholder: WASHINGTON STREET LLC
Claim number: 296858-GJ
Loss date: July 14, 2019
Loss location: 3739 W WASHINGTON ST, CHAMBERSBURG, PA 1720

Dear Mr. Ricards,

In a letter dated April 1, 2020 from Nationwide Property & Casualty Insurance Company, we responded to an appraisal demand by Washington Street, LLC. We appointed Craig McConnell of Reynolds Construction as its designated appraiser. Before moving forward with the appraisal process, it is imperative that we understand where we disagree as to value of the repairs.

We need to have (1) an agreed scope of the appraisal before the process, and (2) that no coverage questions are subjected to the appraisal. Therefore, this is a request that you provide an itemized list of matters you intend to submit to policy appraisal. Nationwide reserves the right, pursuant to the policy language set forth below, to refuse to appraise any item of damage for which there is no coverage under the policy, or that has not been identified prior to the appraisal process.

"2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim."

Allison & Ricards
Claim # 296858-GJ
Page 2 of 2

Thank you for choosing us for your important insurance protection. If you have any questions or concerns, please contact me at 614-435-3876 or MATTHJ11@nationwide.com.

Sincerely,

John Matthews
Nationwide Property & Casualty Insurance Company
P.O. Box 182068
Columbus, OH 43218-2068

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

EXHIBIT DD

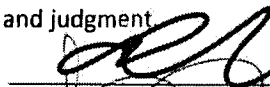


The Weaver Adjustment Group
P.O. Box 152
Akron, PA 17501

May 20, 2020


INSURED	Washington Street LLC
DATE OF LOSS	July/14/2019
ADDRESS OF LOSS	3739 W Washington St Chambersburg, PA 17201
CLAIM NO.	296858-GJ
POLICY NO.	ACP CPPK3056474267


DECLARATION OF APPRAISERS We, the undersigned, do solemnly swear that we are qualified and competent and will make an Appraisal of the property hereinbefore, stating the amount of loss, in accordance with the Appraisal Condition of the Policy of Insurance issued to the Insured, and that we will make a true, just and conscientious Award of the same according to the best of our knowledge, skill and judgment.

 Appraiser for the Insured: **Andrew Weaver**

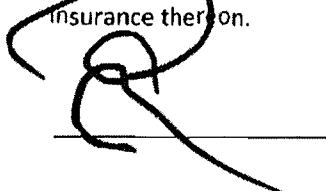
 Appraiser for the Carrier: **Reynolds Restoration/Tom Polliard/ Craig McConnell**

SELECTION OF UMPIRE We, the undersigned, hereby select and appoint Henry Rodriguez to act as umpire to settle matters of difference that shall exist between us, if any, by reason of and in compliance with the foregoing agreement and appointment.

 Appraiser for the Insured: **Andrew Weaver**

 Appraiser for the Carrier: **Reynolds Restoration/Tom Polliard/ Craig McConnell**

QUALIFICATION OF UMPIRE I, the undersigned, hereby accept the appointment of umpire, as provided in the foregoing agreement, and solemnly swear that I will act with strict impartiality in all matters of difference that shall be submitted to me in connection with this appointment, and I will make a true, just and conscientious award according to the best of my knowledge, skill and judgment. I am not related to any of the parties to this memorandum, not interested as a creditor or otherwise in said property of insurance thereon.

 Umpire of Record: **Henry Rodriguez**

Philadelphia • Miami
www.weaveradjustment.com
717-690-4331

EXHIBIT EE

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

FRANKLIN

County

For Prothonotary Use Only:

Docket No:

2020-1589

2020 JUN -3 AM 11:15

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court. JM

Commencement of Action:

- ☒ Complaint ☐ Writ of Summons
☐ Transfer from Another Jurisdiction

- ☐ Petition
☐ Declaration of Taking

Lead Plaintiff's Name:
 NATIONWIDE PROPERTY & CASUALTY INS. CO.

Lead Defendant's Name:
 JOSE DELVALLE

Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ within arbitration limits
☒ outside arbitration limits
 (check one)

Is this a *Class Action Suit*? ☐ Yes ☒ No

Is this an *MDJ Appeal*? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: STEVEN J. PAYNE, ESQUIRE

☐ Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

TORT (do not include Mass Tort)

- ☐ Intentional
☐ Malicious Prosecution
☐ Motor Vehicle
☐ Nuisance
☐ Premises Liability
☐ Product Liability (does not include mass tort)
☐ Slander/Libel/ Defamation
☒ Other:
 SUBROGATION

CONTRACT (do not include Judgments)

- ☐ Buyer Plaintiff
☐ Debt Collection: Credit Card
☐ Debt Collection: Other
☐ Employment Dispute:
 Discrimination
☐ Employment Dispute: Other
☐ Other:

CIVIL APPEALS

- Administrative Agencies
☐ Board of Assessment
☐ Board of Elections
☐ Dept. of Transportation
☐ Statutory Appeal: Other

- ☐ Zoning Board
☐ Other:

MASS TORT

- ☐ Asbestos
☐ Tobacco
☐ Toxic Tort - DES
☐ Toxic Tort - Implant
☐ Toxic Waste
☐ Other:

REAL PROPERTY

- ☐ Ejectment
☐ Eminent Domain/Condemnation
☐ Ground Rent
☐ Landlord/Tenant Dispute
☐ Mortgage Foreclosure: Residential
☐ Mortgage Foreclosure: Commercial
☐ Partition
☐ Quiet Title
☐ Other:

MISCELLANEOUS

- ☐ Common Law/Statutory Arbitration
☐ Declaratory Judgment
☐ Mandamus
☐ Non-Domestic Relations
☐ Restraining Order
☐ Quo Warranto
☐ Replevin
☐ Other:

PROFESSIONAL LIABILITY

- ☐ Dental
☐ Legal
☐ Medical
☐ Other Professional:

NOTICE

Pennsylvania Rule of Civil Procedure 205.5. (Cover Sheet) provides, in part:

Rule 205.5. Cover Sheet

(a)(1) This rule shall apply to all actions governed by the rules of civil procedure except the following:

- (i) actions pursuant to the Protection from Abuse Act, Rules 1901 et seq.
- (ii) actions for support, Rules 1910.1 et seq.
- (iii) actions for custody, partial custody and visitation of minor children, Rules 1915.1 et seq.
- (iv) actions for divorce or annulment of marriage, Rules 1920.1 et seq.
- (v) actions in domestic relations generally, including paternity actions, Rules 1930.1 et seq.
- (vi) voluntary mediation in custody actions, Rules 1940.1 et seq.

(2) At the commencement of any action, the party initiating the action shall complete the cover sheet set forth in subdivision (e) and file it with the prothonotary.

(b) The prothonotary shall not accept a filing commencing an action without a completed cover sheet.

(c) The prothonotary shall assist a party appearing pro se in the completion of the form.

(d) A judicial district which has implemented an electronic filing system pursuant to Rule 205.4 and has promulgated those procedures pursuant to Rule 239.9 shall be exempt from the provisions of this rule.

(e) The Court Administrator of Pennsylvania, in conjunction with the Civil Procedural Rules Committee, shall design and publish the cover sheet. The latest version of the form shall be published on the website of the Administrative Office of Pennsylvania Courts at www.pacourts.us.

19-012079
 LAW OFFICE of DONNA M. DIPIETRO
 By: Steven J. Payne, Esquire
 Attorney I.D. No. 90816
 1601 Market Street, Suite 1040
 Philadelphia, PA 19103
 (215) 762-9419
Paynes7@nationwide.com

Attorneys for Plaintiff

PROTHONOTARY
 2020 JUN -3 AM 11:15
 TIMOTHY S. SPONSELLER
 PROTHONOTARY
 Jm

NATIONWIDE PROPERTY &
 CASUALTY INSURANCE COMPANY as
 subrogee of Washington Street, LLC
 One West Nationwide Boulevard
 Columbus, OH 43215

Plaintiff,

v.

JOSE DELVALLE
 221 Butternut Lane
 Chambersburg, PA 17201

Defendant.

FRANKLIN COUNTY
 COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2020-1589

Judge Mary Beth Shank

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT THE AGENCY THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE:

PENNSYLVANIA BAR ASSOCIATION
 P.O. BOX 186
 Harrisburg, PA 17108-0186
 800-692-7375 or 717-238-6807

00262

Case ID: 210700926
 TIMOTHY S. SPONSELLER PROTHONOTARY

FRANKLIN COUNTY BAR ASSOCIATION
100 Lincoln Road, Suite E
Chambersburg, PA 17201

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademàs, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAMEPOR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUDE CONSEQUIR.

PENNSYLVANIA BAR ASSOCIATION
P.O. BOX 186
Harrisburg, PA 17108-0186
800-692-7375 or 717-238-6807

FRANKLIN COUNTY BAR ASSOCIATION
100 Lincoln Road, Suite E
Chambersburg, PA 17201

19-012079

LAW OFFICE of DONNA M. DIPIETRO

Attorneys for Plaintiff

By: Steven J. Payne, Esquire

Attorney I.D. No. 90816

1601 Market Street, Suite 1040

Philadelphia, PA 19103

(215) 762-9419

Paynes7@nationwide.com

NATIONWIDE PROPERTY &	:	FRANKLIN COUNTY
CASUALTY INSURANCE COMPANY as	:	COURT OF COMMON PLEAS
subrogee of Washington Street, LLC	:	
One West Nationwide Boulevard	:	
Columbus, OH 43215	:	
<i>Plaintiff,</i>	:	
v.	:	
	:	
JOSE DELVALLE	:	CIVIL ACTION NO.:
221 Butternut Lane	:	2020 - 1589
Chambersburg, PA 17201	:	
<i>Defendant.</i>	:	

COMPLAINT

Plaintiff, Nationwide Property & Casualty Insurance Company as subrogee of Washington Street, LLC, by and through the undersigned counsel, hereby demands judgment against Defendant Jose Delvalle, and in support thereof avers as follows:

1. Plaintiff, Nationwide Property & Casualty Insurance Company (hereinafter "Nationwide"), is an insurance company licensed and authorized to do business in the Commonwealth of Pennsylvania and has as one of its places of business the above-captioned address.

2. At all times material, Nationwide was duly authorized to engage in the business of issuing policies of property insurance throughout the United States, including in the Commonwealth of Pennsylvania and Franklin County.

3. Nationwide issued an insurance policy, No. ACP CPPK3056474267, to Washington Street, LLC, for its rental properties, providing insurance coverage to its real and personal property at 37-39 West Washington Street, Chambersburg, Franklin County, Pennsylvania (hereinafter, "the property").

4. Defendant Jose Delvalle (hereinafter "Delvalle") is an adult individual who, at all times material, rented and resided at 39 West Washington Street, Apt. C, Chambersburg, PA 17201 and upon information and belief now resides at the address set forth in the caption. A true and correct copy of the residential lease is attached hereto as "Exhibit A".

5. On or about July 14, 2019, a fire originated in the kitchen of Apartment C, caused by negligent and careless unattended cooking by Defendant Delvalle.

6. As a direct and proximate result of the negligence and carelessness of Delvalle, Plaintiff's insured sustained real and personal property damage and related costs in an amount in excess of \$584,000.00, including a \$1,000.00 deductible incurred by Nationwide's insured.

7. Pursuant to the terms and conditions of the applicable policy, Nationwide made payments to its insured and is subrogated to the rights of its insured, and seeks damages from Defendant through subrogation.

COUNT I - NEGLIGENCE

8. Plaintiff hereby incorporates paragraphs one through seven above as though fully set forth herein at length.

9. The negligence and carelessness of Defendant Delvalle consisted of, but are not limited to, the following:

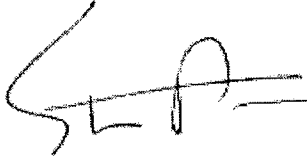
- a. failing to properly attend to cooking on his stove;
- b. starting a fire;

- c. failing to extinguish the fire;
- d. failing to safeguard against the spread of the fire; and
- e. causing damage to the property of Washington Street, LLC.

10. As a result of Defendant Jose Delvalle's negligence, Plaintiff's insured sustained damages to its property, for which Nationwide made payments.

WHEREFORE, Plaintiff requests judgment against Defendant Jose Delvalle of an amount in excess of \$584,000.00, together with interest, costs and other such relief as this court deems appropriate and just.

Respectfully Submitted,
LAW OFFICES OF DONNA M. DIPIETRO

A handwritten signature in black ink, appearing to read 'SJP', with a horizontal line extending to the right.

STEVEN J. PAYNE, ESQUIRE
Attorneys for Plaintiff, Nationwide

Date: May 29, 2020

VERIFICATION

I, Kelly L. Slonaker, verify that I am authorized to make this Verification on behalf of the Plaintiff, Nationwide Property & Casualty Insurance Company, and that the statements made in the foregoing Complaint which are within the knowledge of the undersigned are true and correct, and as to the facts based on the information of others the undersigned, after diligent inquiry, believe them to be true. Further, this Verification is signed on the recommendation of our attorneys, who advise me that the allegations and language in this document are required legally to raise issues for resolution at trial, by the court, or by continuing investigation and preparation for trial. I understand that some of these allegations may prove inappropriate after investigation and trial preparation are complete and I leave the determination of these matter to my attorneys on their advice.

I understand that all statements made herein are made subject to the penalties of 18 Pa.C.S.A. §4904, relating to unsworn falsifications to authorities.

Date:

4-10-20

Kelly L. Slonaker
Kelly L. Slonaker, Claims Specialist III
Nationwide Property & Casualty Insurance Company

EXHIBIT A

RESIDENTIAL LEASE

RL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES	
TENANT(S): <u>Jose Delvalle</u>	LANDLORD(S): <u>Ruth Jones</u>
TENANT'S MAILING ADDRESS: <u>39 W Washington St #C</u> <u>Chambersburg PA 17201</u>	LANDLORD'S MAILING ADDRESS:


PROPERTY	
Property Address	<u>39 W. Washington Street Unit C</u>
Unit	<u>17201</u>
in the municipality of	<u>Chambersburg</u> , County of <u>Franklin</u>
in the School District of	<u>Chambersburg</u> , in the Commonwealth of Pennsylvania.

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Tenant is not represented by a broker)	
Broker (Company) <u>Exit Preferred Realty</u>	Licensee(s) (Name) <u>Keri Evans</u>
Company License # <u>RB065746</u>	State License # <u>RS330481</u>
Company Address <u>2021 E Main St</u>	Direct Phone(s) <u>(717) 729-2719</u>
<u>Waynesboro, PA 17268-1882</u>	Cell Phone(s) <u>(717) 729-2719</u>
Company Phone <u>(717) 762-8000</u>	Fax <u>(717) 762-3768</u>
Company Fax <u>(717) 762-3768</u>	Email <u>keri.evans@exitpreferredrealty.com</u>
Broker is:	Licensee(s) is:
<input type="checkbox"/> Tenant Agent (Broker represents Tenant only)	<input type="checkbox"/> Tenant Agent (all company licensees represent Tenant)
<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input checked="" type="checkbox"/> Tenant Agent with Designated Agency (only licensee(s) named above represent Tenant)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)	

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER	
<input type="checkbox"/> No Business Relationship (Landlord is not represented by a broker)	
Broker (Company) <u>Exit Preferred Realty</u>	Licensee(s) (Name) <u>Kimberley Gundacker</u>
Company License # <u>RB065746</u>	State License # <u>RS298521</u>
Company Address <u>2021 E Main St</u>	Direct Phone(s) <u>(717) 655-7305</u>
<u>Waynesboro, PA 17268-1882</u>	Cell Phone(s) <u>(717) 655-7305</u>
Company Phone <u>(717) 762-8000</u>	Fax <u>(717) 762-3768</u>
Company Fax <u>(717) 762-3768</u>	Email <u>gundackerteam@gmail.com</u>
Broker is:	Licensee(s) is:
<input type="checkbox"/> Landlord Agent (Broker represents Landlord only)	<input type="checkbox"/> Landlord Agent (all company licensees represent Landlord)
<input checked="" type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)	<input checked="" type="checkbox"/> Landlord Agent with Designated Agency (only licensee(s) named above represent Landlord)
	<input type="checkbox"/> Dual Agent (See Dual and/or Designated Agent box below)
<input type="checkbox"/> Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)	

DUAL AND/OR DESIGNATED AGENCY
A Broker is a Dual Agent when a Broker represents both Tenant and Landlord in the same transaction. A Licensee is a Dual Agent when a Licensee represents Tenant and Landlord in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Tenant and Landlord. If the same Licensee is designated for Tenant and Landlord, the Licensee is a Dual Agent.
By signing this Agreement, Tenant and Landlord each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Tenant Initials: <u>JD</u>	RL Page 1 of 7	Landlord Initials: <u>RJ</u>
THIS FORM SHOULD NOT BE USED FOR THE LEASE OF A MANUFACTURED HOME		
COPYRIGHT PENNSYLVANIA ASSOCIATION OF REALTORS® 2017		
rev. 9/17; rel. 1/18		


Pennsylvania Association of Realtors®
Exit Preferred Realty, 1047 Lincoln Way East Chambersburg, PA 17201
Kimberley Gundacker

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Phone: 1717762800171 Fax 17177623768

RUTH JONES-W.

00269

Case ID: 210700926

1. LEASE DATE AND RESPONSIBILITIES

This Lease for the Property, dated February 18, 2019, is between the Landlord and Tenant. Each Tenant is individually responsible for all of the obligations of this Lease, including Rent, fees, damages and other costs.

2. CO-SIGNERS

Co-signers: _____

Each Co-signer is individually responsible for all obligations of this Lease, including Rent, late fees, damages and other costs. Co-signers do not have the right to occupy the Property as a tenant without the Landlord's prior written permission.

3. PROPERTY CONTACT INFORMATION

Rental Payments (see Paragraph 7(H) for additional information)

Payable to: Exit Preferred Realty Phone: (717) 762-8000

Address: 2021 E. Main Street Waynesboro, PA 17268

Maintenance Requests

Contact: Kimberley Gundacker Phone: (717) 655-7305

Address: 2021 E. Main Street Waynesboro, PA 17268

Email: gundackerteam@gmail.com Website: exit.rentals

Emergency Maintenance Contact

Contact: Kimberley Gundacker Phone: (717) 655-7305

Email: gundackerteam@gmail.com Website: exit.rentals

4. STARTING AND ENDING DATES OF LEASE (also called "Term")

(A) Starting Date: February 18, 2019, at 12 ☐ a.m. ☒ p.m.

(B) Ending Date: February 17, 2020, at 12 ☐ a.m. ☒ p.m.

(C) Tenant is required to vacate the Property on the Ending Date unless the parties have entered into a Renewal Term as described in Paragraph 5.

5. RENEWAL TERM

Unless checked below, this Lease will AUTOMATICALLY RENEW for a Renewal Term of _____ (month-to-month if not specified) at the Ending Date of this Lease or at the end of any Renewal Term unless proper notice is given. Proper notice requires Tenant or Landlord to give at least _____ days (30 if not specified) written notice before Ending Date or before the end of any Renewal Term. Any renewal will be according to the terms of this Lease or any written changes to it.

☐ This Lease will TERMINATE on the Ending Date unless extended in writing.

6. SECURITY DEPOSIT

(A) The Security Deposit will be held in escrow by Landlord, unless otherwise stated here Exit Preferred Realty at (financial institution): M & T Bank in a non-interest bearing account.

Financial institution Address: _____

(B) When Tenant moves from the Property, Tenant will return all keys and give Landlord written notice of Tenant's new mailing address where Landlord can return the Security Deposit. If Tenant fails to do this, Landlord will not have to provide the list of damages and the remaining security deposit to Tenant as stated in subparagraph (C), below and in the Pennsylvania Landlord and Tenant Act.

(C) Within 30 Days after Tenant moves from the Property, Landlord will give Tenant a written list of any damage to the Property for which the Landlord claims Tenant is responsible. Any remaining Security Deposit will be returned to Tenant within 30 days after Tenant moves from the Property. **TENANT IS ADVISED THAT FAILURE TO PROVIDE LANDLORD WITH A FORWARDING ADDRESS MAY CAUSE TENANT TO LOSE SOME RIGHTS.**

(D) Landlord may deduct repair costs and any unpaid Rent and Additional Rent from Tenant's Security Deposit. Tenant may be responsible for any unpaid expenses remaining after Landlord deducts costs from the security deposit.

7. RENT

(A) Rent is due in advance, without demand, on or before the 1st day of each month (Due Date).

(B) The amount of Total Rent due during the Term is: \$6,000.00

(C) The Rent due each month is: \$500.00

(D) If Rent is more than _____ days (5 if not specified) late (Grace Period), Tenant pays a Late Charge of: \$50.00

(E) All other payments due from Tenant to Landlord, including Late Charges or utility charges, are considered to be Additional Rent. Failure to pay this Additional Rent is a breach of the Lease in the same way as failing to pay the regular Rent.

(F) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Rent due. When there is no outstanding Additional Rent, prepayment will be applied to the month's Rent that would be due next.

(G) Tenant will pay a fee of \$50.00 for any payment that is returned or declined by any financial institution for any reason. If payment is returned or declined, the Grace Period does not apply and the Late Charges will be calculated from the Due Date. Any Late Charges will continue to apply until a valid payment is received.

Tenant Initials: JD

RL Page 2 of 7

Landlord Initials: _____



RUTH JONES- W.

- (H) Landlord will accept the following methods of payment: (☒ Cash) (☒ Money Order) (☒ Personal Check)
 (☐ Credit Cards) (☒ Cashier's Check) (☒ Other: Cash only during 9-5 business hours)
 Landlord can change the acceptable methods of payment if a method fails (check bounces, credit card is declined, etc.).
 (I) The first \$ _____ of Rent due will be made payable to _____ (Broker
 for Landlord, if not specified). The Security Deposit will be made payable to Landlord, or Landlord's representative.
 (J) The Security Deposit may not be used to pay Rent during the Term or Renewal Term of this Lease.

8. PAYMENT SCHEDULE

	Due Date	Paid	Due	
(A) Security Deposit: <u>500</u>	<u>02/18/2019</u>	\$ _____	\$ <u>500.00</u>	(Jose)
(B) First month's Rent: <u>February</u>	<u>02/18/2019</u>	\$ _____	\$ <u>966.00</u>	\$118.00
(C) Other: <u>March Pro Rated</u>	<u>03/01/2019</u>	\$ _____	\$ <u>196.46</u>	\$ 500.00
(D) Other: _____	_____	\$ _____	\$ _____	
(E) Other: _____	_____	\$ _____	\$ _____	
Total Rent and security deposit received to date:		\$ _____		
Total amount due			\$ <u>1,196.46</u>	

* Section 8 to pay
 \$ 79 towards February 2019 \$ 118.00

9. USE OF PROPERTY AND AUTHORIZED OCCUPANTS

- (A) Tenant will use the Property as a residence ONLY.
 (B) Not more than 1 people will live at the Property. List all other occupants who are not listed as Tenants in this Lease:
 Name _____ ☐ 18 or older Name _____ ☐ 18 or older
 Name _____ ☐ 18 or older Name _____ ☐ 18 or older
 Guide or support animals: Type _____ Breed _____ Name _____
☐ Additional information is attached

10. POSSESSION

- (A) Tenant may move in (take possession of the Property) on the Starting Date of this Lease.
 (B) If Tenant cannot move in within _____ days (0 if not specified) after Starting Date because the previous tenant is still there or because of property damage which makes the Property unsafe, unsanitary, or unfit for human habitation, Tenant's exclusive rights are to:
 1. Change the Starting Date of the Lease to the day when Property is available. Tenant will not owe or be charged Rent until the Property is available; OR
 2. End the Lease and have all money already paid as Rent. Additional Rent or Security Deposit returned, with no further liability on the part of Landlord or Tenant.

11. LANDLORD'S RIGHT TO ENTER

- (A) Tenant agrees that Landlord or Landlord's representatives may enter the Property at reasonable hours to inspect, repair, or show the Property. Tenant does not have to allow possible tenants or other licensees to enter unless they are with Landlord or Landlord's representative, or they have written permission from the Landlord.
 (B) When possible, Landlord will give Tenant _____ hours (24 if not specified) notice of the date, time, and reason for the visit.
 (C) In emergencies, Landlord may enter the Property without notice. If Tenant is not present, Landlord will notify Tenant who was there and why within _____ hours (24 if not specified) of the visit. Showing the property is not considered an emergency.
 (D) Landlord may put up For Sale or For Rent signs, use lock boxes, and take pictures and video on, in, or near the Property.

12. RULES AND REGULATIONS

- (A) ☒ Rules and Regulations for use of the Property and common areas are attached.
☐ Homeowners Association or Condominium rules and regulations for the Property are attached.
 (B) Any violation of the Rules and Regulations is a breach of this Lease.
 (C) Landlord may create or modify the Rules and Regulations if the change benefits the Tenant, is intended to protect the condition or value of the Property, or improves the health, safety, or welfare of others. Landlord agrees to provide all changes to Tenant in writing.
 (D) Tenant is responsible for Tenant's family and guests obeying the Rules and Regulations and all laws.
 (E) If any fine is imposed on Landlord by the municipality or any other governing body because of the actions of Tenant, or Tenant's family or guests, Tenant will reimburse Landlord or pay the fine. Any unpaid fines will be considered Additional Rent.

13. PETS

- Tenant will not keep or allow any pets on any part of the Property, unless checked below. Guide and support animals are not pets.
☐ Tenant may keep pets with Landlord's written permission according to the terms of the attached Pet Addendum and/or Rules and Regulations.

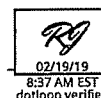
14. CONDITION OF PROPERTY AT MOVE IN

Tenant has inspected the Property and agrees to accept the Property "as-is," except for the following: _____

Tenant Initials: JD

RL Page 3 of 7

Landlord Initials: _____



15. APPLIANCES INCLUDED

(☒ Range/Oven) (☒ Cooktop) (☒ Refrigerator) (☐ Dishwasher) (☐ Washer) (☐ Dryer) (☐ Garbage Disposal)
 (☐ Microwave) (☐ Air Conditioning Units - Number: _____) (☐ Other _____)
 Landlord is responsible for repairs to appliances listed above unless otherwise stated here: Landlord is not responsible for replacement or repair of appliances.

16. UTILITIES AND SERVICES

Landlord and Tenant agree to be responsible for the following utilities and services provided for the Property as marked below, including connection and payment of fees and charges. If a service is not marked as being the responsibility of Landlord, it is the responsibility of Tenant to pay for that service. Landlord is not responsible for loss of service if interrupted by circumstances beyond Landlord's control. Tenant will notify Landlord if Tenant receives any notices from utility companies of a pending termination of service.

Landlord	Tenant	Landlord	Tenant
<input type="checkbox"/>	<input checked="" type="checkbox"/> Cooking Gas/Fuel	<input type="checkbox"/>	<input checked="" type="checkbox"/> Air Conditioning
<input type="checkbox"/>	<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/>	<input checked="" type="checkbox"/> Air Conditioning Maintenance
<input type="checkbox"/>	<input checked="" type="checkbox"/> Cable/Satellite Television	<input checked="" type="checkbox"/>	<input type="checkbox"/> Heat _____ (type)
<input type="checkbox"/>	<input type="checkbox"/> Condominium/Homeowners Association Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/> Hot Water _____ (type)
<input type="checkbox"/>	<input type="checkbox"/> Parking Fee	<input checked="" type="checkbox"/>	<input type="checkbox"/> Cold Water
<input checked="" type="checkbox"/>	<input type="checkbox"/> Maintenance of Common Areas	<input type="checkbox"/>	<input checked="" type="checkbox"/> Pest/Rodent Control
<input checked="" type="checkbox"/>	<input type="checkbox"/> Trash Removal	<input type="checkbox"/>	<input checked="" type="checkbox"/> Bed Bugs Remediation
<input checked="" type="checkbox"/>	<input type="checkbox"/> Recycling Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/> Snow/Ice Removal
<input checked="" type="checkbox"/>	<input type="checkbox"/> Sewage Fees _____	<input type="checkbox"/>	<input checked="" type="checkbox"/> Telephone Service
<input checked="" type="checkbox"/>	<input type="checkbox"/> Sewer Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/> Lawn and Shrubbery Care
<input checked="" type="checkbox"/>	<input type="checkbox"/> Heater Maintenance	<input type="checkbox"/>	
<input type="checkbox"/>		<input type="checkbox"/>	

Comments: _____

17. TENANT'S CARE OF PROPERTY**(A) Tenant will:**

1. Keep the Property clean and safe.
2. Dispose of all trash, garbage and any other waste materials as required by Landlord and the law.
3. Use care when using any of the electrical, plumbing, heating, ventilation or other facilities or appliances on the Property, including any elevators.
4. Notify Landlord immediately of any repairs needed and of any potentially harmful health or environmental conditions.
5. Obey all federal, state, and local laws that relate to the Property.
6. Clean up after pets and guide and support animals on the Property, including common areas.

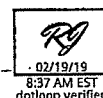
(B) Tenant will not:

1. Keep any flammable, hazardous or explosive materials on the Property, with the exception of common household goods intended for lawful use.
2. Destroy, damage or deface any part of the Property or common areas.
3. Disturb the peace and quiet of other tenants or neighbors.
4. Cancel or close utility accounts paid by Tenant during the term of the Lease, without the written permission of Landlord.
5. Make changes to the Property, such as painting or remodeling, without the written permission of Landlord. Tenant agrees that any changes or improvements made will belong to Landlord.
6. Perform any maintenance or repairs on the Property unless otherwise stated in the Rules and Regulations, if any.

(C) Tenant will have breached this Lease and will be responsible for damages if Tenant does not comply with any requirements listed in (A) or (B), above.**(D) Tenant is responsible to pay the costs for repairing any damage that is the fault of Tenant, Tenant's family, guests, and/or guide and support animals.****18. DETECTORS AND FIRE PROTECTION SYSTEMS****(A) Landlord has installed (☒ Smoke Detectors) (☐ Carbon Monoxide Detectors) (☒ fire extinguishers) in the Property. Tenant will maintain and regularly test detectors to be sure they are in working order, and will replace detector batteries as needed.****(B) Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broken or malfunctioning detectors.****(C) Failure to properly maintain detectors, replace detector batteries or notify Landlord, maintenance or emergency contact (See Paragraph 3) of any broken or malfunctioning detectors is a breach of this Lease.****(D) Landlord may provide additional fire protection systems for the benefit of Tenant. Responsibility for maintaining these systems is stated in the Rules and Regulations, if any.****(E) Tenant will pay for damage to the Property if Tenant fails to maintain or misuses detectors or other fire protection systems.**19. Tenant Initials: JD

RL Page 4 of 7

Landlord Initials: _____



19. DESTRUCTION OF PROPERTY

- (A) Tenant will notify Landlord, maintenance or emergency contact (See Paragraph 3) immediately if the Property is severely damaged or destroyed by fire or by any other cause. Tenant will immediately notify Landlord, maintenance or emergency contact (See Paragraph 3) of any condition in the Property that could severely damage or destroy the Property.
- (B) If Tenant, their family or guests cause damage by fire or by other means, this Lease will remain in effect and Tenant will continue to pay rent, even if Tenant cannot occupy the Property.
- (C) If the Property is severely damaged or destroyed for any reason that is not the fault of Tenant:
1. Tenant may continue to live on the livable part of the Property and pay a reduced rent as agreed to by Tenant and Landlord until the damage is repaired, OR
 2. If the law does not allow Tenant to live on the Property, this Lease is ended.

20. INSURANCE AND RELEASE

- (A) Tenant understands that Landlord's insurance does not cover Tenant, Tenant's personal property, or Tenant's guests. Tenant is advised to obtain personal property and liability insurance to protect Tenant, Tenant's personal property, and Tenant's guests who may be injured while on the Property.
- ☒ IF CHECKED, Tenant must have insurance policies providing at least \$ 30,000.00 personal property insurance and \$ 300,000.00 liability insurance to protect Tenant, Tenant's personal property and Tenant's guests who may be injured while on the Property. Tenant must maintain this insurance through the entire Term and any Renewal Term. Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of these policies.
- (B) Landlord is not legally responsible for any injury or damage to Tenant, Tenant's family, or Tenant's guests that occurs on the Property.
- (C) Tenant is responsible for any loss to Landlord caused by Tenant, Tenant's family or Tenant's guests, including reasonable attorney's fees associated with that loss, if awarded by a court.

21. HOLDOVER TENANTS

If Tenant occupies the Property after the Ending Date or end of any Renewal Term, Tenant will be considered a holdover tenant and will be causing Landlord financial harm ("damages"). These damages will be equal to the monthly Rent plus 10 %, prorated on a daily basis, plus any additional financial costs, including but not limited to eviction costs and reasonable attorney's fees that may be awarded by a court, incurred as a result of the tenant holding over. These damages are separate from and in addition to Landlord's right to seek reimbursement for any physical destruction to the Property caused by Tenant, Tenant's family, or Tenant's guests.

22. TENANT ENDING LEASE EARLY

Tenant may not end this Lease before the Ending Date of the Lease or any Renewal Term unless otherwise agreed to by the parties in writing.

23. ABANDONMENT OF PERSONAL PROPERTY

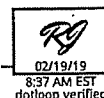
- (A) When the Term, or any Renewal Term, ends, Tenant must remove all of Tenant's personal property from the Property. Any of Tenant's remaining personal property may be considered abandoned if any of the following apply:
1. Tenant has vacated the Property after termination of the Lease;
 2. An eviction order or order for possession has been entered in favor of Landlord, and Tenant has vacated the Property and removed almost all of Tenant's personal property;
 3. An eviction order or order for possession has been entered in favor of Landlord;
 4. Tenant has vacated the Property, removed almost all of Tenant's personal property and provided Landlord with written notice of a forwarding address; OR
 5. Tenant has vacated the Property without showing an intent to return, Rent is more than 15 days past due and Landlord has posted notice regarding Tenant's rights to Tenant's personal property.
- (B) Before Landlord may remove or dispose of Tenant's personal property, Landlord must provide written notice to Tenant. Tenant will have ten days from the date the notice was postmarked to:
1. Retrieve Tenant's personal property, OR
 2. Request that Tenant's personal property be stored for up to 30 days. If Tenant requests that Tenant's personal property be stored by Landlord, Tenant understands and agrees that storage will be provided at a location chosen by Landlord, and that Tenant will be responsible for storage costs.
- (C) If Tenant dies and leaves personal property in the Property, then this paragraph does not apply. See Paragraph 28, below.

24. LANDLORD REMEDIES IF TENANT BREACHES LEASE

- (A) If Tenant breaches Lease for any reason, Landlord's remedies may include any or all of the following:
1. Taking possession of the Property by going to court to evict Tenant.
 2. Filing a lawsuit against Tenant for Rent, damages and Additional Rent, and for Rent and Additional Rent for the rest of the Term or any Renewal Period. If Landlord wins (gets a money judgment against Tenant), Landlord may use the court process to garnish Tenant's wages and take Tenant's personal assets, such as goods, furniture, motor vehicles and money in bank accounts.
 3. Keeping Tenant's Security Deposit to be applied against unpaid Rent or damages, or both.
 4. Tenant paying for Landlord's reasonable attorney's fees and costs, if awarded by a court.
- (B) IF TENANT BREACHES THIS LEASE FOR ANY REASON, TENANT UNDERSTANDS AND AGREES THAT TENANT

Tenant Initials: JD

RL Page 5 of 7

Landlord Initials: RJ

HAS WAIVED OR GIVEN UP TENANT'S RIGHT TO A NOTICE TO MOVE OUT UNLESS A DIFFERENT PERIOD FOR PROVIDING NOTICE IS REQUIRED BY LOCAL ORDINANCE OR IS STATED HERE: _____

25. TRANSFER AND SUBLEASING

- (A) Landlord may transfer this Lease to another landlord. Tenant agrees that this Lease and any written changes to it remains the same with the new Landlord.
- (B) Tenant may not transfer this Lease or sublease (rent to another person) the Property or any part of the Property without Landlord's written permission.

26. SALE OF PROPERTY

- (A) If Property is sold, Landlord will give Tenant in writing:
1. Notice that the Security Deposit and/or prepaid Rent has been transferred to the new landlord.
 2. The name, address and phone number of the new landlord and where Rent is to be paid, if known.
- (B) Tenant agrees that Landlord may transfer Tenant's Security Deposit and advanced Rent to the new landlord.
- (C) Landlord's responsibilities to Tenant under this Lease end after the Property has been sold and the Lease transferred to a new landlord.

27. IF GOVERNMENT TAKES PROPERTY

- (A) The government or other public authority can take private property for public use. The taking is called condemnation.
- (B) If any part of the Property is taken by the government, Landlord will reduce Tenant's Rent proportionately. If all the Property is taken or is no longer usable, this Lease will end, Tenant will move out and Landlord will return to Tenant any unused Security Deposit or prepaid Rent.
- (C) No money paid to Landlord for the condemnation of the Property will belong to Tenant.

28. DEATH OF TENANT DURING LEASE TERM

- (A) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant's personal property remains in the Property, the personal property will not be considered abandoned as defined in the Landlord and Tenant Act. When a tenant dies and leaves behind personal property, the treatment of that personal property is governed by Title 20 of the Pennsylvania Consolidated Statutes relating to decedents, estates and fiduciaries.
- (B) If Tenant dies during the Term, or any Renewal Term, of this Lease and Tenant is the sole tenant of the Property, Tenant's representative may terminate this Lease upon 14 days written notice to Landlord. When Tenant's representative terminates this Lease pursuant to this Paragraph, the date of termination will be the last day of the second calendar month that follows the calendar month in which Tenant died or upon surrender of the rental unit and removal of all of Tenant's personal property, whichever occurs later.
- (C) Tenant's estate will be required to pay Rent, Additional Rent and any other sums due to Landlord, including expenses that Landlord may incur as a direct result of Tenant's death. Tenant's estate is not required to pay any penalty, and is not liable for any damages, to Landlord for breach of contract or early termination of the Lease.

29. TENANTS' RIGHTS

- (A) Landlord cannot increase rents, decrease services, or threaten to go to court to evict Tenant because Tenant: (1) complains to a government agency or to Landlord about a building or housing code violation; (2) organizes or joins a tenant's organization; or (3) uses Tenant's legal rights in a lawful manner.
- (B) Landlord or property owner may have a mortgage on the Property. The rights of the mortgage lender come before the rights of the Tenant. For example, if Landlord fails to make mortgage payments, the mortgage lender could take the Property and end this Lease. Landlord will notify Tenant immediately if the property owner or Landlord receive a notice of foreclosure.

TENANT MAY BE WAIVING OR GIVING UP TENANT'S RIGHTS. TENANT UNDERSTANDS THAT IF THERE IS A FORECLOSURE, THE NEW OWNER MAY HAVE THE RIGHT TO END THIS LEASE.

30. LEAD-BASED PAINT HAZARD DISCLOSURES FOR PROPERTY BUILT BEFORE 1978

- ☐ Property was built in or after 1978. No Lead-Based Paint Hazards Disclosure is required.
- ☒ Property was built before 1978. Before signing this Lease, Tenant must receive a separate Lead-Based Paint Hazards Disclosure disclosing the presence of lead-based paint and lead-based paint hazards on the Property, such as PAR form LPDR, and a federally approved pamphlet on lead poisoning prevention.

31. PENNSYLVANIA PLAIN LANGUAGE CONSUMER CONTRACT ACT

The Office of Attorney General has not pre-approved any special conditions or additional terms added by any parties. Any special conditions or additional terms must comply with the Pennsylvania Plain Language Consumer Contract Act.

32. CAPTIONS

The headings in this Lease are meant only to make it easier to find the paragraphs.

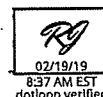
33. ENTIRE AGREEMENT

This Lease is the entire agreement between Landlord and Tenant. No spoken or written agreements made before signing this Lease are a part of this Lease unless they are included in this Lease in writing. No waivers or modifications of this Lease during the Term of this Lease are valid unless in writing signed by both Landlord and Tenant, including modifications made to the Rules and Regulations under Paragraph 12.

Tenant Initials: JD

92, Page 6 of 7

Landlord Initials: RJ



34. SPECIAL CLAUSES

(A) The following are part of this Lease if checked:

- ☐ Change of Lease Terms Addendum (PAR Form CLT)
- ☐ Pet Addendum (PAR Form PET)
- ☐ Residential Lead-Based Paint Hazards Disclosure Form for rentals (PAR form LPDR)
- ☒ Rules and Regulations
- ☒ Drug Free Housing Addendum

(B) Additional Terms:

NO SMOKING INSIDE THE PROPERTY

THERE IS NO OFF STREET PARKING FOR THIS PROPERTY.

NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney. If a real estate licensee is involved in the transaction on behalf of either party, by signing below, Landlord and Tenant acknowledge receipt of the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336 and/or §35.337.

By signing below, Landlord and Tenant acknowledge that they have read and understand the notices and explanatory information set forth in this Lease.

A property manager may be acting as an agent for Landlord and may execute this Lease on the Landlord's behalf.

TENANT Jose DelValle

Jose DelValle

DATE 7-18-19

TENANT

DATE

TENANT

DATE

CO-SIGNER

DATE

CO-SIGNER

DATE

CO-SIGNER

DATE

LANDLORD Ruth Jones

Ruth Jones

dotloop verified
02/19/19 8:37 AM EST
NAV8-TUKV-BP6L-JJ53

DATE

LANDLORD

DATE

EXECUTED ON BEHALF OF LANDLORD BY AUTHORIZED BROKER/ASSOCIATE BROKER

DATE

LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

As part of payment received by Landlord, _____ (current Landlord) now transfers to _____ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and other benefits.

CURRENT LANDLORD

DATE

CURRENT LANDLORD

DATE

NEW LANDLORD

DATE

NEW LANDLORD

DATE

CNT

CONSUMER NOTICE FOR TENANTS

THIS IS NOT A CONTRACT

1 (Licensee) Kimberley Gundacker hereby states that with respect to this property (describe property)
 2 39 W. Washington Street Unit C, Chambersburg, PA 17201, I am acting in
 3 the following capacity: (check one)

- 4 ☐ (i) Owner/Landlord of the Property;
 5 ☐ (ii) A direct employee of the Owner/Landlord; OR
 6 ☒ (iii) An agent of the Owner/Landlord pursuant to a property management or exclusive leasing agreement

8 I acknowledge I have received this Notice:

9 Date: 7-18-19 Jose Delvalle

Print (Consumer)

Print (Consumer)

Signed (Consumer)

Signed (Consumer)

Address (Optional)

Address (Optional)

Phone Number (Optional)

Phone Number (Optional)

19 I certify that I have provided this Notice:

(Licensee)

Date

04/02

LEASE ADDENDUM FOR DRUG-FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner & Tenant agree as follows:

1. Tenant, any members of the tenant's household, or a guest or other person under the tenant's control SHALL NOT ENGAGE IN CRIMINAL ACTIVITY, including drug-related criminal activity on or near dwelling premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
2. Tenant, any member of the tenant's household, or guest or other person under the tenant's control SHALL NOT ENGAGE IN ANY ACT INTENDED TO FACILITATE CRIMINAL ACTIVITY, including drug-related criminal activity on or near dwelling premises.
3. Tenant or members of the household WILL NOT PERMIT THE DWELLING UNIT TO BE USED FOR, OR TO FACILITATE, CRIMINAL ACTIVITY, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of household or a guest.
4. Tenant, any members of the household WILL NOT ENGAGE in the manufacture, sale, or distribution of illegal drugs at any location, whether or not near dwelling premises or otherwise.
5. Tenant, any member of tenant's household, or a guest or other person under the tenant's control SHALL NOT ENGAGE IN ACTS OF VIOLENCE OR THREATS OF VIOLENCE, including but not limited to the unlawful discharge of firearms on or near dwelling premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This Lease Addendum is incorporated into the lease executed or renewed this day between Owner & Tenant.

Signature of Tenant

Jose Delvalle
Tenant Name

Date

7-18-19

Signature of Tenant

Date

Signature of Agent/Owner

Ruth Jones
Agent/Owner Name

dotloop verified
02/19/19 8:37 AM EST
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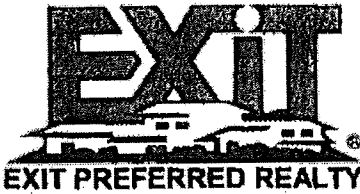
Date

Signature of Agent/Owner

Date

Agent/Owner Name





2021 E. Main Street
Waynesboro, PA 17268
Office 717-762-8000 Ext 290
Fax 717-762-3768
gundackerteam@gmail.com

Notice of Routine Property Inspections

This is to notify all tenants that on or around the 6 months lease mark we will conduct a routine property inspection. We will be in touch closer to that time to schedule it.

This will be in addition to the Borough property inspections (if applicable).

To receive the maximum customer service and attention to requests, please address any maintenance requests and concerns via the tenant website portal you will be given at the time of starting a lease. Exit.rentals

Sincerely,

***Property Management Division
Exit Preferred Realty***

Tenants Signatures:

Jose Delvalle

EXIT Preferred Realty * 2021 E. Main Street * Waynesboro, PA 17268

Rules and Regulations Addendum to Residential Lease

****Tenant, family members, all other authorized occupants and guests must comply with these Rules and Regulations.****

- (1) **Air Conditioning:** Tenant is responsible for all maintenance of air conditioner units. Filters must be cleaned at least once a month during the cooling season months of the year and all months that the air conditioner unit is being used.
- (2) **Alterations:** No alterations to the unit or its surroundings included in landscaped areas may be completed without *prior written consent* of the Landlord or Landlord's Authorized Agent. Painting of unit walls is not permitted at any time. Shelving and other additions to unit will be decided on a case by case basis and will become the property of the unit once the Tenant vacates.
- (3) **Animals:** Pets and/or animals *that are NOT identified* on a pet addendum are NOT allowed in the unit at any time. Should the tenant permit any animal and/or pet into the property without the prior written consent of the Landlord or Landlord's Authorized Agent, there will be a non-refundable \$150 fee assessed per month. There will be NO aggressive pets of any type permitted on the premises inside or outside the unit. If you have approved pet(s) per a Pet Addendum to Residential Lease, you need to make sure that your pets are kept inside the property at all times except when on a leash or otherwise restrained by and under full control of the tenant. It is the Tenant's duty to clean up after pet(s) in any area of their rental property (do NOT allow your pet(s) on any other rented property), including common areas. Pet feces must be picked up immediately or there will be a \$25 non-refundable fee per complaint. Tenant to remove ALL pet feces, especially during mowing season as mowers have Landlord permission to remove and return any feces found. If pet noises can be heard at front or rear hallways, and/or disturbs neighboring units beside, above and/or below unit, the Landlord needs to take action, pet(s) will be removed immediately as per the Pet Addendum and no pet(s) will be allowed. There will be NO breeding of animals and/or pets. Feeding an animal from the unit, sidewalks, steps, terrace, balcony or other areas is not allowed and could be in violation of various health ordinances and is grounds for eviction.
- (4) **Assessment, Citations, Fines:** Tenants are responsible for any assessments, citations, fines or other fees that may be assessed against the property, the Landlord, or Landlord's Authorized Agent resulting from Tenant's failure to perform and/or abide by federal, state, or local laws and ordinances.
- (5) **Cable, Satellite Dish, and Antennas:** Tenant is aware that satellite dishes are NOT allowed. Installation of arials or antennas of any kind must have *written approval* from the Landlord or Landlord's Authorized Agent prior to any installation.
- (6) **Condition of Unit:** Tenant shall not mark, injure or deface the walls and woodwork of any part of property which belongs to the Landlord, and shall at all times use said premises, the fixtures and appliances located within in a careful manner, and shall not

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commit or allow any waste on the grounds inside and/or outside.

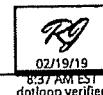
They shall keep said premises in a sanitary and healthful condition in accordance with all applicable laws, ordinances and regulations. No one is allowed on any roof of the premises. Tenant is responsible for keeping unit in a clean and presentable condition at all times. Tenant and Landlord agree that the attached photos disclose the condition of the property at the time the Tenant took possession of the property and that the property is to be returned in the same cleaned and maintained condition as Tenant received unit.

- (7) **Conservation:** Tenant shall conserve energy. Tenant shall use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances in a reasonable and proper manner, without overloading and misusing.
- (8) **Disturbances to Community or Neighbors:** Noise must be kept to a minimum and all radios, televisions, record/tape/CD players/ etc. may be played only at a low volume and away from open doors and windows. Objectionable noise levels which can be heard outside the dwelling will not be tolerated. Tenant shall not create any nuisance or commit any act which may disturb the quiet environment of the neighborhood and/or the neighbors. Tenant will quietly enjoy the premises without distracting or disturbing neighbors of the surrounding community. Such disturbances include loud music, arguing with neighbors, friends or family members either inside or outside the property walls (i.e. on the sidewalks, deck or patio, or in the street or yard.) Tenants are NOT to disturb the peace and quiet of other tenants or neighbors. *Any such activity will NOT be tolerated and will lead to an eviction from premises.*
- (9) **Exterior:** Tenant will not throw anything from the unit, hand or shake, pour or place anything on sidewalks, steps, windows, terraces, porches or balconies. Tenant shall not hang anything from the outside of the windows or on the building or place anything on outside windowsills, or be liable for resultant fines pursuant to Borough ordinances. Patio furniture and grills will be permitted in back of units (keep grills away from all exterior walls, siding and fences.) No furnishings other than outside type furniture are allowed on the porches or outside the units. After two warnings are given to tenant to remove any non-outside style furniture, if the furniture remains on outside of the unit, the Landlord or Landlord's Authorized Agent will remove the furniture and charge the costs of removal against tenant's security deposit.
- (10) **Fees:** Tenant is responsible for maintenance and repair charges under \$125.00 Rental fee has been set for one (1) occupant/family as approved and listed on Residential Lease. Any additional occupants, if approved by the Landlord will increase the monthly rental fee by \$100 *per person, per animal, per month*. Tenant requested amendments to the Residential Lease will incur a minimum document change fee of \$15.00 for each occurrence.
- (11) **Floors, Walls & Windows:** No nails, tacks or screws shall be driven or fastened into the walls, ceilings or woodwork. No paint, stain or wallpaper shall be applied to the floors, woodwork, ceilings or walls. No changes or alterations of any kind shall be made to the premises

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Landlord Initials



without **prior written** consent of the Landlord or Landlord's Authorized Agent. No posters or materials shall be taped to the walls or ceilings. No graffiti is to be displayed on premises or placed upon the interior or exterior of the dwelling or on the sidewalks or lawn. Tenant must keep windows clean and free of stickers or other items attached to the glass that may affect visibility. Windows are to be closed and locked during inclement weather to avoid potential damage to the premises. Windows must be closed and locked when Tenant is away from premises for long periods of time. Tenant may hang blinds, curtains and/or drapes using care not to damage wall or window trim.

(12) Hallways: If applicable, do not store anything in apartment building halls. All personal items must be kept safe inside the unit.

(13) Hazards: Tenant will not keep any type of exterior grill/heater within 10 feet of the dwelling or a flammable surface. Tenant will not permit anything, such as kerosene heaters or other flammable or hazardous items to be stored in or around the premises. Tenant is not permitted to store anything in or on the property or in storage areas that can create a fire hazard or health hazard. In the event tenant permits anything that would increase the insurance on the property, the tenants will be responsible for in the increase of any insurance premiums.

(14) Heating System: Tenant is responsible for all maintenance of heating units. If applicable, filters must be cleaned/changed at least once a month during the heating season months of the year and all months the heating unit is used.

(15) Home Based Day Care: Not permitted

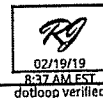
(16) Illegal Activity: Tenant will not permit any illegal activity on the premises. Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereinafter be in force, pertaining to the use of the premises. Any fines and/or penalties incurred by the Landlord as a direct result of tenant's action will be the responsibility of the tenant to pay. *Illegal activity refers to and consists of any illegal/illicit drug possession and or use on premises. Any such activities are grounds for immediate eviction.*

(17) Keys, Locks, Garage Door Openers: Tenant must return all keys for all locks on premises to the Landlord's Authorized Agent and if provided, garage door opener with remote(s) to the Landlord's Authorized Agent at the end of lease term and/or upon vacating the unit. Lack of returning all keys will result in a \$5.00 per key charge and up to a maximum of \$100 for the installation of each new lockset and replacement value of opener with remote(s). No additional locks or bolts of any kind shall be put upon the doors and/or the leased premises without **prior written** consent from the Landlord or Landlord's Authorized Agent. In the event the tenant changes any of the locks on the premises, a set of working keys must be provided to the Landlord's Authorized Agent within three (3) days.

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Tenant will responsible for all costs associated with replacing or re-keying locks for any keys not returned. Doors must be locked at all times. Windows must be locked when Tenant is away from premises.

(18) Law Enforcement Involvement: If at any time during tenancy, local, state or federal law enforcements are called to property more than once for disturbances or complaints of noise or any other domestic case involving a violation of these rules or the laws of the governing body of the municipality or laws of the state or federal government, then said tenant will be evicted from the property.

(19) Living Space: Tenant is only permitted to use the designated bedrooms as rooms for occupants and sleeping. Allowing someone to reside in the basement, attic, garage or other storage area (whether finished or not), may be in violation of local, state, or federal fire or housing codes and is strictly prohibited.

(20) Lockout: If for any reason a Tenant would lose a key to their unit, there will be a minimum non-refundable fee of \$100 per lock for each lock that needs re-keyed. This fee must be paid by the responsible tenant *prior* to that tenant receiving any additional keys. If for any reason a Tenant requires assistance during a "lock-out" (whether intentional or accidental), tenant must contact a licensed locksmith in order to resolve this issue. Neither the Landlord or Landlord's Authorized Agent are responsible for assisting with lockouts and should "emergency" assistance be granted by the Landlord or Landlord's Authorized Agent, a \$100 charge will be assessed to tenant for providing service for tenant entry into locked unit.

(21) Parking and Vehicles: No vehicle belonging to a tenant, family members, and all authorized occupants or guests shall be parked in such a manner to impede passage in the street or to prevent ready access by other residents. Vehicles will be driven at safe speeds in common driveways. Cars, trucks, and other vehicles are not to be driven on the lawns or in any area other than parking areas, streets and driveways. Improperly parked cars or other vehicles may be removed without notice at tenant's cost. No overhauling or major repairing of motor vehicles or motorcycles will be permitted on the property. Any vehicle uninsured, unlicensed or with an expired inspection must be removed from the property within 10 days upon written notice to tenant, or the Landlord or Landlord's Authorized Agent will dispose of the vehicle at the expense of the tenant. Proof of ownership and insurance of all motor vehicles parked on the property must be presented upon request. There is no assigned parking, however, most residents prefer to park close to their home, ie townhome residents use the two spaces in front of their units and the apartment building occupant's park on the same side of the building as their unit is located. Tenants shall be courteous to neighbors. Please make sure your children are safe while in parking lots- toys are NOT to be left in parking areas and children are NOT to play in the parking lot other than to ride their bikes. Parking lot is for use only for wheeled types of transit- vehicles, bicycles and motorcycles.

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RJ
02/19/19
8:37 AM EST
dotloop verified

(22) Plumbing: Garbage disposal, if applicable, rules and proper use must be followed. Plumbing fixtures and all other property and equipment must be used only for intended purpose. Strict care must be taken in the use of the toilets and drains in order to avoid clogging and NO paper or cloth products- including sanitary napkins- or any other items that are not readily dissolvable in water may be flushed in either toilets or drains. To avoid freezing of pipes and potential damage to the property, all hoses are to be removed from exterior faucets and stored properly (this rule applies from November 1 to March 30 of any given year.) Tenant is responsible for keeping all plumbing in working condition. If a toilet or sink becomes clogged, tenant must contact a licensed plumber in order to repair immediately at tenant's expense before any further damage occurs. Potential further damage is the sole responsibility of tenant.

(23) Proper Conduct: Tenant is responsible for the proper conduct of himself/herself, family members, all other authorized occupants and guests and for seeing that they understand and observe all rules and regulations and conditions of the lease.

(24) Proper Storage: Bicycles, lawn mowers, lawn chairs, tool boxes, and other bulky or "outdoor" items must be stored in designated areas, shed or garage, if applicable, or in the unit's basement, and not inside the finished living areas if home or on decks, patios and/or lawn.

(25) Recycling: Tenant will comply with any and all recycling laws and regulations that may apply to the area, municipality, county, state and or federal governmental agencies.

(26) Rights of Others: The comfort and rights of other neighbors must not be interfered with. This means any disturbing sounds, smells, lights or other offensive items are not permitted in or on the leased property.

(27) Safety: Tenants will keep unit safe, clean, and will not store or bring hazardous or flammable materials into unit. All combustible devices used for cooking, entertainment, and/or heat must be placed at least ten (10) feet from all items that could catch on fire or melt. No open fire allowed at any time. If at any time you consider your safety is in jeopardy, dial 911.

(28) Smoke Detectors: Tenant will test all smoke detectors monthly to make sure they are working properly. It is the tenant's responsibility to check and change batteries as needed for proper operation. If any detectors are found to be inoperable or defective, contact the Landlord or the Landlord's Authorized Agent immediately to resolve the issue. Failure to properly maintain smoke detectors, replace smoke detector batteries or notify the Landlord or the Landlord's Authorized Agent of any broken or malfunctioning smoke detectors is a breach of the Residential Lease.

(29) Smoker's Clause: This is a non-smoking, non-vaping environment. Smoking is PROHIBITED inside the premises. Tenant, family members, and all authorized occupants and guests are permitted to smoke **legalized** tobacco products **outside** the living and/or garage area of the premises provided: (a) Cigarettes/Tobacco products are disposed of in proper receptacles; and (b) there is no smoking in common areas.

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Tenant must maintain exterior clean and free of smoking debris at all times. Exterior doors are to be closed to keep smoke from going inside rental unit and/or hallways. **The possession and/or use of marijuana in any forms is STRICTLY PROHIBITED on the premises.**

(30) Snow/Ice Removal: Landlord will have main driveway area plowed as needed. Tenant is responsible for notifying Landlord as per the Residential Lease if there are any areas Tenants considers a hazard or tenant has the right to shovel any snow and/or sprinkle a salt-free ice melt on any areas of concern. If any area of the main driveway or parking spaces are obstructed or filled with tenant, family members, all other authorized occupants, and guests vehicles in the parking lot, that area will also be the full responsibility of the tenant for removal of all snow and ice. Snow or salt-free ice melting chemicals- **do not use salt on concrete walks-must be applied** if necessary in compliance with the municipality ordinances and regulations. Such removal is required within a twenty-four (24) hour period after snowfall. However, there may be more strict guidelines involving snow or ice removal in the municipality for which you are located. If you do not know what regulations exist, tenant is responsible for contacting the appropriate municipality for verification. Tenant shall remove the snow and ice promptly to avoid potential hazards and injury. Tenant is required promptly to clear snow from all sidewalks associated with the premises being leased ie. Townhouse residents must clear all sidewalks to house and all sidewalks along road frontage which are associated with leased premises, as well as any patio, deck and porch areas and any steps associated with the premises.

(31) Solicitation and Advertising: Solicitation, sales, and advertising are not permitted on premises without *prior written* authorization from the Landlord or Landlord's Authorized Agent. No door-to-door solicitation is permitted.

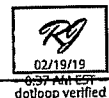
(32) Trash: The trash dumpsters are provided and available for normal household trash and all trash disposed inside the dumpsters must be contained within bags- there is to be NO loose trash inside the dumpsters. NO trash or large items are allowed beside of outside the dumpsters. All boxes must be flattened before placed in the dumpsters. When you vacate your unit ALL furniture, mattress or other large items leave with you- dumpster space is allotted for tenant's daily trash- there is no room allowed for extra vacating trash.

(33) Vacating: Prior to vacating the property at the end of the lease period, tenant will have the entire unit thoroughly cleaned. This includes stove, oven, range hood, refrigerator, sinks, cabinets, closets, air conditioner units and all filters, bathrooms, windows, floors, and carpets are to be **PROFESIONALLY CLEANED**. If tenant has a Pet Addendum to Residential Lease, tenant must have pet treatment applied by professional carpet cleaning company when carpets are cleaned. Detailed carpet cleaning receipt must be provided to Landlord or Landlord's Authorized Agent prior to vacating unit. A charge of \$25.00 per hour will be levied against security deposit for any necessary cleaning or removal of trash or debris. Basic charges for cleanup of lease property is as follows: Stove- Minimum of \$50; Refrigerator- Minimum of \$50; Each bathroom- Minimum of \$50.

Tenant Initials

JD

Landlord Initials



(34) **Weight Limits:** Any weight-lifting equipment weighing more than a total of 25 pounds is not permitted in any upstairs rooms. Should tenant have any fish aquarium in unit, maximum tank size of 20 gallons will be allowed with prior written authorization from Landlord or Landlord's Authorized Agent and proof of insurance.

(35) Landlord may, at any time and for any reason, change or alter the Rules and Regulations associated with the Residential Lease for the rental premises, provided Landlord provides tenant with a written copy of any such changes.

*****I/We have read and understand the rules and regulations set forth in the rules and regulations. Furthermore, I/We agree to comply with the rules and regulations set forth in the information above and understand that ANY violation of these rules and regulations is grounds for eviction. I/We further understand that the Landlord or Landlord's Authorized Agent may alter, add to or remove any of the above rules or regulations as long as tenant receives a written copy of that change.*****

Tenants Full Signature Jose Delvalle Date 2-18-19

Landlord Full Signature Ruth Jones doLoop verified
02/19/19 8:37 AM EST
GIV-P402-G550-DP3Q Date _____

Landlord and Tenant hereby agree that all utilities associated with the rental property at 39 W Washington St C, Chambersburg PA 17201 will be transferred into Tenant name on or before the start date of the Residential Lease or utilities may be turned off with additional fees charged to turn services back on.

Contact West Penn Power: 1-800-686-0021- Electric Service

Tenant agrees to provide account numbers to Landlord by forwarding West Penn Power confirmation email to kimberley@exitpreferredrealty.com

Water-Sewer-Trash: The water, sewer and trash in voices are mailed directly to Tenant.

Utilities Contact Information: *(Whichever one pertains to your rental unit)*

Borough of Waynesboro

55 E. Main Street

Waynesboro, PA 17268

717-762-2101

Town of Smithsburg

21 W, Water Street

P.O. Box 237S

Smithsburg, MD 21783

301-824-7234

Borough of Mont Alto

3 N. Main Street

Mont Alto, PA 17237

717-749- 5808

★ Borough of Chambersburg

100 S. Second 2nd Street

Chambersburg, PA 17201

717-264-5151

Tenant acknowledges receipt of two (2) door keys and two (2) mailbox keys to access and/or occupy this residential unit as per agreement with Landlord via Residential Lease.

Tenants Full Signature

Jose Delvalle

Date

7-18-19

Landlord Full Signature

Ruth Jones

dotloop verified
02/19/19 8:37 AM EST
LBAS-SUWD-S2JZ-CN6C

Date

doloop signature verification: doloop.us/0E1J-Z0FW-GAUM


RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FOR RENTALS**LPDR**

This form recommended and approved for, but not restricted to use by: the members of the Pennsylvania Association of Realtors® (PAR).


THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 19781 **PROPERTY** 39 W. Washington Street Unit C, Chambersburg, PA 172012 **LANDLORD** Ruth Jones3 **LEAD WARNING STATEMENT**

4 Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not
 5 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing,
 6 landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also
 7 receive a federally approved pamphlet on lead poisoning prevention.

8 **LANDLORD'S DISCLOSURE - PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

9  Landlord has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the housing.
 10 Landlord has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the housing.
 11 Explain: _____
 12 _____
 13 _____

14 **RECORDS AND REPORTS AVAILABLE TO TENANT**

15  Landlord has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.
 16 Landlord has provided Tenant with all available records and reports regarding lead-based paint and/or lead-based paint
 17 hazards in the housing. (List documents): _____
 18 _____

19 Landlord certifies that to the best of Landlord's knowledge the above statements are true and accurate.

20 **LANDLORD** Ruth JonesRuth Jonesdotloop verified
01/16/19 9:04 AM EST
XKDLZIWU-0XAS-4HGX

DATE _____

21 **LANDLORD** _____

DATE _____

22 **LANDLORD** _____

DATE _____

23 **TENANT**24 **DATE OF LEASE** _____25 **TENANT'S ACKNOWLEDGMENT**

26 JD Tenant has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.
 27 _____ Tenant has reviewed Landlord's disclosure of known lead-based paint and/or lead-based paint hazards and has received
 28 the records and reports regarding lead-based paint and/or lead-based paint hazards identified above, if any.

29 Tenant certifies that to the best of Tenant's knowledge the statements contained in Tenant's Acknowledgement are true and accurate.

30 **TENANT** Jane HelvalleDATE 2-18-1931 **TENANT** _____

DATE _____

32 **TENANT** _____

DATE _____

34 **AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

35 JD Agent/Licensee represents that Agent has informed Landlord of Landlord's obligations under the Residential Lead-
 36 Based-Paint Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

37 The agents have reviewed the information in the Agent Acknowledgement and certify, to the best of their knowledge, that the
 38 information provided is true and accurate. Landlord Agent and Tenant agent must both sign this form.

39 **BROKER FOR LANDLORD (Company Name)** Exit Preferred Realty40 **LICENSEE** Kimberley GundackerDATE 1/16/1941 **BROKER FOR TENANT (Company Name)** Exit Preferred Realty42 **LICENSEE** Kim Gundacker

DATE _____



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rev. 9-17, rel 1/18

Exit Preferred Realty, 1047 Lincoln Way East Chambersburg, PA 17201

Phone: 1717762800171

Fax: 17177623768

Kimberley Gundacker

RUTH JONES - W.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

00287

Case ID: 210700926

EXHIBIT FF



Nationwide

Allison & Ricards

Page 1 of 1

Date prepared June 30, 2020
Claim number 296858-GJ
Policy number ACP CPPK3056474267
Questions? Contact Claims Associate
Chuck Fitzgerald
FITZGC3@nationwide.com
Phone 443-614-8534
Fax 855-236-6214

Allison & Ricards Law Firm
102 W. Penn St.
Ste 1
Bedford, PA 15522

Dear Mr. Ricards,

Thank you for choosing Nationwide Property & Casualty Insurance Company. We appreciate your business and your continued confidence in our ability to help protect what's important to you.

I'm writing to notify you this Special Form - Building claim has been reassigned to me. I'll be here to help you through the claims process and answer any questions you have.

Claim details

Insurer: Nationwide Property & Casualty Insurance Company
Policyholder: WASHINGTON STREET LLC
Loss location: 3739 W WASHINGTON ST, CHAMBERSBURG, PA 17201
Claim number: 296858-GJ
Loss date: July 14, 2019

For help when you need it

If you need to contact me to discuss this claim, you can reach me at 443-614-8534 or FITZGC3@nationwide.com.

Sincerely,

Chuck Fitzgerald
Nationwide Property & Casualty Insurance Company
PO Box 182068
Columbus, OH 43218-2068

cc
WASHINGTON STREET LLC

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

08968000700028



EXHIBIT GG



Allison & Ricards
Page 1 of 2

Date prepared June 30, 2020
Claim number 296858-GJ
Policy number ACP CPPK3056474267
Questions? Contact Claims Associate
Chuck Fitzgerald
FITZGC3@nationwide.com
Phone 443-614-8534
Fax 855-236-6214

Allison & Ricards
102 W. Penn St.
Ste 1
Bedford, PA 15522

**Important information
about this claim**

Dear Allison & Ricards,

We're working as quickly as possible to resolve this Special Form - Building claim for the incident on July 14, 2019. At this time, we're unable to resolve this claim because we have not received a response from your firm regarding our prior appraisal response. Please contact me upon receipt of this letter to discuss. We'll continue to keep you updated on this claim's status.

Claim details

Insurer: Nationwide Property & Casualty Insurance Company
Policyholder: WASHINGTON STREET LLC
Claimant:
Claim number: 296858-GJ
Loss date: July 14, 2019

Keep in mind

Please contact me at 443-614-8534 if your contact information changes so we can continue to keep you updated.

For help when you need it

If you have any questions or concerns about this claim, please contact me at 443-614-8534 or FITZGC3@nationwide.com.

Sincerely,

Chuck Fitzgerald
Nationwide Property & Casualty Insurance Company
PO Box 182068
Columbus, OH 43218-2068

cc
Allison & Ricards
WASHINGTON STREET LLC

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto

08968000700011



EXHIBIT HH



WASHINGTON STREET LLC

Page 1 of 1

Date prepared July 13, 2020
Claim number 296858-GJ
Policy number ACP CPPK3056474267
Questions? Contact Claims Associate
Chuck Fitzgerald
FITZGC3@nationwide.com
Phone 443-614-8534
Fax 855-236-6214

WASHINGTON STREET LLC
342 S RICHARD ST
BEDFORD, PA 15522

**Important information
about this claim**

Dear WASHINGTON STREET LLC,

We're working as quickly as possible to resolve this Special Form - Building claim for the incident on July 14, 2019. At this time, we're unable to resolve this claim because we are awaiting contact from your attorney regarding the requested appraisal process. Please have your attorney contact us to discuss. We'll continue to keep you updated on this claim's status.

Claim details

Insurer: Nationwide Property & Casualty Insurance Company
Policyholder: WASHINGTON STREET LLC
Claimant:
Claim number: 296858-GJ
Loss date: July 14, 2019

Keep in mind

Please contact me at 443-614-8534 if your contact information changes so we can continue to keep you updated.

For help when you need it

If you have any questions or concerns about this claim, please contact me at 443-614-8534 or FITZGC3@nationwide.com.

Sincerely,

Chuck Fitzgerald
Nationwide Property & Casualty Insurance Company
PO Box 182068
Columbus, OH 43218-2068

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

00386002647012



EXHIBIT II

***ALLISON & RICKARDS,
ATTORNEYS AT LAW, LLC***

102 W. Penn Street
Suite 1
Bedford, PA 15522

Bradley D. Allison, Esquire
Girard E. Rickards, Esquire *

Telephone No. (814) 623-7566
Fax No. (814) 623-7367

*Certified Civil Trial Specialist
National Board of Trial Advocacy

Writer's email: ger@arlawllc.com
www.bedfordinjurylaw.com

July 23, 2020

VIA EMAIL TO: fitzgc3@Nationwide.com
Mr. Chuck Fitzgerald
Nationwide Property & Casualty Insurance Company
P.O. Box 182068
Columbus, OH 43218-2068

RE: Insured: Washington Street, LLC
Claim No. 296858-GJ
Loss Date: July 14, 2019

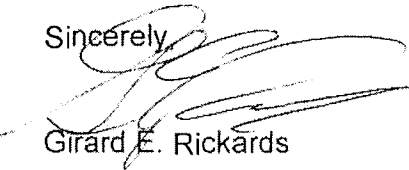
Dear Mr. Fitzgerald:

My client appointed Andrew Weaver as our appraiser on March 12, 2020. Your predecessor, John Matthews, appointed Craig McConell as Nationwide's appraiser by letter dated April 1, 2020. I understand that our appraisers have agreed upon a referee, have discussed their differing opinions and visited the property approximately six (6) weeks ago to attempt to narrow the scope of their disagreement. My appraiser has been waiting to hear from Mr. McConell since the site visit.

I received a letter from Mr. Matthews dated April 1, 2020 appointing Mr. McConell. I received a letter from you dated June 30, 2020 advising of that the claim was reassigned to you.

I was **shocked** to learn that you had the audacity to write to my client saying that the reason this claim has not been resolved because "we are awaiting contact from your attorney regarding the requested appraisal process." What can you possibly be waiting for? You have my phone number, fax number and email address. If you need something, say so. Otherwise, have your appraiser do his job.

Sincerely,



Girard E. Rickards

Cc: Client

EXHIBIT JJ

***ALLISON & RICKARDS,
ATTORNEYS AT LAW, LLC***

102 W. Penn Street
Suite 1
Bedford, PA 15522

Bradley D. Allison, Esquire
Girard E. Rickards, Esquire *

Telephone No. (814) 623-7566
Fax No. (814) 623-7367

*Certified Civil Trial Specialist
National Board of Trial Advocacy

Writer's email: ger@arlawllc.com
www.bedfordinjurylaw.com

September 8, 2020

VIA EMAIL TO: fitzgc3@Nationwide.com
Mr. Chuck Fitzgerald
Nationwide Property & Casualty Insurance Company
P.O. Box 182068
Columbus, OH 43218-2068

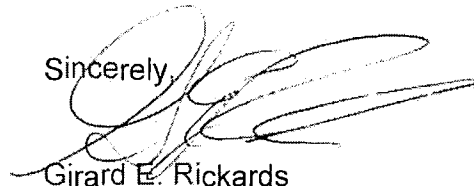
RE: Insured: Washington Street, LLC
Claim No. 296858-GJ
Loss Date: July 14, 2019

Dear Mr. Fitzgerald:

As you know, my client made an errors and omissions claim against her agent for failing to include income loss coverage on her policy. It is my understanding that the policy has been reformed to include income loss coverage and my client paid the premium. You apparently are assigned to the income loss claim as well as the property damage claim.

My client provided all documentation that has been requested, including copies of the leases for all tenants. Please confirm that my understating is correct and let me know when we should anticipate receiving payment for the ongoing lost income. Thank you.

Sincerely,



Girard E. Rickards

Cc: Client

EXHIBIT KK

Gerry Rickards

From: Brady, Stephen M <BRADYS8@nationwide.com>
Sent: Tuesday, September 8, 2020 3:27 PM
To: Gerry Rickards
Cc: Tearn, Glenn
Subject: FW: Washington Street, LLC; claim no 296858-GJ
Attachments: 20200908123620.pdf

Gerry, thank you for reaching out. I have copied your new claim handler on this email and forwarding him the letter. Glenn should be able to assist you from here. Thank you both and please let me know if you need me for anything.



Nationwide
is on your side

Stephen Brady, AIC, SCLA
 Commercial Property Claims Manager
 Proud Nationwide Member
 Northeast Commercial Property Claims
 C 443-377-9087 | F 866-653-2575
bradys8@nationwide.com

Choose an item.

From: Gerry Rickards <ger@arlawllc.com>
Sent: Tuesday, September 8, 2020 2:08 PM
To: Brady, Stephen M <BRADYS8@nationwide.com>
Subject: [EXTERNAL] Washington Street, LLC; claim no 296858-GJ

Nationwide Information Security Warning: This is an external email. Do not click on links or open attachments unless you trust the sender.

Mr. Brady:

See attached correspondence addressed to Chuck Fitzgerald.
 Are you now my point of contact? Please advise.

Gerry Rickards

LM TCB 9/21/20 10:17
 c 518-681-0739
 w/ 518-681
 9/22/20 9:15 am TC Glenn anticipates being paid
 authority 9/25 w/ payment next week

EXHIBIT LL

Gerry Rickards

From: Glenn Tearno <tearng1@nationwide.com>
Sent: Wednesday, September 9, 2020 10:09 AM
To: Gerry Rickards
Subject: 296858-GJ WASHINGTON STREET LLC

Mr. Rickards,

Thank you for speaking with me today. Please provide copies of your client's leases so I may process the business income portion of the loss.

Thank you,

Glenn

Glenn Tearno
Nationwide Property & Casualty Insurance Company
Claims Specialist III, Commercial Property
PO BOX 182068
COLUMBUS, OH 43218-2068
(Work) 518-681-0739
(Cell) 518-681-0739
tearng1@nationwide.com

EXHIBIT MM

Gerry Rickards

From: Gerry Rickards
Sent: Wednesday, September 9, 2020 11:59 AM
To: 'Glenn Tearno'
Subject: RE: 296858-GJ WASHINGTON STREET LLC
Attachments: 39A W.Wash.pdf; 39B W. Wash.pdf; 39C W. Wash.pdf; 39D W. Wash.pdf; 39E W. Wash.pdf; 41 W. Wash.pdf; laundromat lease.pdf

Glenn:

Attached are copies of all leases. The monthly rents as of the date of loss were:

39 A – 650
39B – 650
39C – 500
39D – 425
39E – 550
41W – 675
Laundromat – 1,300

Kindly process the income loss as soon as you can. The check should be payable solely to your insured.
Thank you.

Gerry

From: Glenn Tearno <tearng1@nationwide.com>
Sent: Wednesday, September 9, 2020 10:09 AM
To: Gerry Rickards <ger@arlawllc.com>
Subject: 296858-GJ WASHINGTON STREET LLC

Mr. Rickards,

Thank you for speaking with me today. Please provide copies of your client's leases so I may process the business income portion of the loss.

Thank you,

Glenn

Glenn Tearno
Nationwide Property & Casualty Insurance Company
Claims Specialist III, Commercial Property
PO BOX 182068
COLUMBUS, OH 43218-2068
(Work) 518-681-0739
(Cell) 518-681-0739
tearng1@nationwide.com

EXHIBIT NN

Gerry Rickards

From: Gerry Rickards
Sent: Wednesday, September 30, 2020 10:52 AM
To: 'Glenn Tearno'
Subject: RE: 296858-GJ WASHINGTON STREET LLC

Glenn:
My client's mortgage company is threatening foreclosure. When will the lost income check be sent?
Please respond ASAP.
Thank you.
Gerry Rickards

From: Glenn Tearno <tearn1@nationwide.com>
Sent: Wednesday, September 9, 2020 10:09 AM
To: Gerry Rickards <ger@arlawllc.com>
Subject: 296858-GJ WASHINGTON STREET LLC

Mr. Rickards,

Thank you for speaking with me today. Please provide copies of your client's leases so I may process the business income portion of the loss.

Thank you,

Glenn

Glenn Tearno
Nationwide Property & Casualty Insurance Company
Claims Specialist III, Commercial Property
PO BOX 182068
COLUMBUS, OH 43218-2068
(Work) 518-681-0739
(Cell) 518-681-0739
tearn1@nationwide.com

EXHIBIT OO

Gerry Rickards

From: Gerry Rickards
Sent: Wednesday, October 7, 2020 9:20 AM
To: Glenn Tearno
Cc: bradys8@nationwide.com
Subject: Washington Street, LLC; claim no. 296858-GJ

Glenn:

It has been more than a month since I sent you the leases.
When we last spoke (around 2 weeks ago) you were getting approval to make a payment for income loss.
You said the check would be issued either by the end of that week or earlier the next week.
I emailed you a week ago because my client had not received any payment and her mortgage company
is threatening foreclosure. You have not responded.
I called you and got your voice mail a few minutes ago. Please advise the status of payment.
Thank you.

Gerry

*10/16/20 has to shut down + recreate c/claim
limit
advisement 10 K
wanted umpire info*

EXHIBIT PP

Gerry Rickards

From: Tearno, Glenn <tearng1@nationwide.com>
Sent: Monday, October 19, 2020 11:23 AM
To: Gerry Rickards
Subject: RE: Washington Street, LLC; Claim no. 296858-GJ

Gerry,

I'll forward your note to the Agency Support team that reviewed this for the adding the business income coverage.

Thank you,

Glenn

Nationwide Property & Casualty Insurance Company



Glenn Tearno
Claims Specialist III, Commercial Property
Northeast Commercial Property Claims
518-681-0739
tearng1@nationwide.com

From: Gerry Rickards <ger@arlawllc.com>
Sent: Monday, October 19, 2020 10:46 AM
To: Tearno, Glenn <tearng1@nationwide.com>
Subject: [EXTERNAL] Washington Street, LLC; Claim no. 296858-GJ

Nationwide Information Security Warning: This is an **EXTERNAL** email. Use **CAUTION** before clicking on links, opening attachments, or responding. (Sender: ger@arlawllc.com)

Glenn:

I wanted to follow up with you about our discussion Friday about the income loss coverage. You told me that the coverage limit is \$10,000. I spoke with my client following that discussion. She had \$60,000 income coverage on her other commercial policies and was told by her agent that that was the amount of coverage that this policy was reformed to include (due to her agent's error). Please look into this. Thank you.

Gerry

EXHIBIT QQ

Gerry Rickards

From: Tearno, Glenn <tearng1@nationwide.com>
Sent: Monday, October 19, 2020 11:23 AM
To: Gerry Rickards
Subject: RE: Washington Street, LLC; Claim no. 296858-GJ

Gerry,

I'll will forward your note to the Agency Support team that reviewed this for the adding the business income coverage.

Thank you,

Glenn

Nationwide Property & Casualty Insurance Company



Nationwide
is on your side

Glenn Tearno
Claims Specialist III, Commercial Property
Northeast Commercial Property Claims
518-681-0739
tearng1@nationwide.com

From: Gerry Rickards <ger@arlawllc.com>
Sent: Monday, October 19, 2020 10:46 AM
To: Tearno, Glenn <tearng1@nationwide.com>
Subject: [EXTERNAL] Washington Street, LLC; Claim no. 296858-GJ

Nationwide Information Security Warning: This is an **EXTERNAL** email. Use **CAUTION** before clicking on links, opening attachments, or responding. (Sender: ger@arlawllc.com)

Glenn:

I wanted to follow up with you about our discussion Friday about the income loss coverage. You told me that the coverage limit is \$10,000. I spoke with my client following that discussion. She had \$60,000 income coverage on her other commercial policies and was told by her agent that that was the amount of coverage that this policy was reformed to include (due to her agent's error). Please look into this. Thank you.

Gerry

EXHIBIT RR

APPRAISAL AWARD

We the undersigned pursuant to our appointment as Appraisers and Umpire in the matter of appraisal for the loss to dwelling caused by FIRE occurring on: 07/14/2019

DO HEREBY CERTIFY that we have truly and conscientiously performed the duties assigned to us in this appraisal involving the following

Insurance Company: Nationwide P & C
 Insured: Washington Street LLC
 Policy No: ACP CPPK3056474267
 Claim Number: 296858-GJ
 Risk Location: 3739 W WASHINGTON ST CHAMBERSBURG, PA 17201

WE DO HEREBY FURTHER CERTIFY that we have heard and seen all of the evidence offered by both the insured and the insurer and has appraised and determined the amount of loss as follows:

Coverage	Item Total	%	ACV Total	%
Dwelling	859,670.03	88.00%	859,670.03	88.00%
Business Personal Property	7,720.05	0.79%	7,720.05	0.79%
Ordinance & Law	0.00	0.00%	0.00	0.00%
Debris Removal	35,306.40	3.61%	35,306.40	3.61%
Loss of Income	74,200.00	7.60%	74,200.00	7.60%
Total	976,896.48	100.00%	976,896.48	100.00%

And we do hereby award the foregoing sums as our appraisal award. The above award reflects the agreed damages and costs associated with all damages claimed for the dwelling. The amounts above are subject to deduction for any previous payments, policy provisions, and deductible(s).

Tom Pollard, Appraiser for Insurer

Date Signed

Henry Rodriguez
 Henry Rodriguez, Umpire

11/3/2020
 Date Signed

Andrew Weaver, Appraiser for Policyholder

Date Signed

EXHIBIT SS

The appraisal award was in the total amount of \$976,896.48. It appears that Nationwide paid a total of \$939,700.00 (I think that is deductible is applied).
That leaves a difference of \$37,196.48 in uninsured loss by my client. I have attached the appraisal award in case you do not have it. Not sure where you got the 24k figure.
My client is not waiving its claims against the tortfeasor. If that is what you were asking. The loss date is 7/14/19 so the statute of limitations has not yet expired.

Gerry

From: Tearnno, Glenn <tearng1@nationwide.com>
Sent: Friday, December 11, 2020 12:43 PM
To: Gerry Rickards <ger@arlawllc.com>
Cc: garyshetterinsurancecom <gary@shetterinsurance.com>
Subject: RE: Washington Street, LLC

Good Afternoon

Payment was delayed but as been issued. Please let me know if the check is not received by this time next week. That should allow ample time even with holiday mailings.

Payment is in the amount of \$354,792.32. That amount reflects the following:

269,792.32 – building balance payable to the policy limit of 854,700
25,000.00 - Amount payable for debris removal under the policy
60,000.00 – loss of rent

Thank you,

Glenn
Nationwide Property & Casualty Insurance Company



Nationwide*
is on your side

Glenn Tearnno
Claims Specialist III, Commercial Property
Northeast Commercial Property Claims
518-681-0739
tearng1@nationwide.com

From: Gerry Rickards <ger@arlawllc.com>
Sent: Thursday, December 10, 2020 10:44 AM
To: Tearnno, Glenn <tearng1@nationwide.com>
Subject: [EXTERNAL] Washington Street, LLC

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EXHIBIT TT

2/10/2021

Washington Street, LLC - Claim no. 296858-GJ-GC; your file 19-012079

From: PAYNES7@nationwide.com,
To: gerickards@aol.com,
Subject: Washington Street, LLC - Claim no. 296858-GJ-GC; your file 19-012079
Date: Mon, Jan 11, 2021 10:19 am

Girard:

I hope your are well.

I understand the first-party claim is complete, with payments of \$939,700. With your client's deductible, our total subrogation claim would be \$940,700.00.

I also understand coverage limits were paid for loss of income and debris removal, suggesting your client may have an uninsured claim as well. Are you planning to file to recover that? I am ready to tell defense and co-counsel that we have a final number and are prepared to go forward to mediation. I wanted to check with you on your plans first.

I look forward to your response.

Thank you.

Steven J. Payne, Esquire

Senior Trial Attorney

Law Office of Donna M. DiPietro

1601 Market Street; Suite 1040

Philadelphia, PA 19103

Work 215-762-9419 | Cell 267-625-6182

Paynes7@nationwide.com

*Employees of Nationwide® Mutual Insurance Company
Not a legal partnership*

EXHIBIT UU

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Case ID: 210700926

The appraisal award was in the total amount of \$976,896.48. It appears that Nationwide paid a total of \$939,700.00 (I think that is deductible is applied).
That leaves a difference of \$37,196.48 in uninsured loss by my client. I have attached the appraisal award in case you do not have it. Not sure where you got the 24k figure.
My client is not waiving its claims against the tortfeasor. If that is what you were asking. The loss date is 7/14/19 so the statute of limitations has not yet expired.

Gerry

From: Tearno, Glenn <tearng1@nationwide.com>
Sent: Friday, December 11, 2020 12:43 PM
To: Gerry Rickards <ger@arlawllc.com>
Cc: garyshetterinsurancecom <gary@shetterinsurance.com>
Subject: RE: Washington Street, LLC

Good Afternoon

Payment was delayed but as been issued. Please let me know if the check is not received by this time next week. That should allow ample time even with holiday mailings.

Payment is in the amount of \$354,792.32. That amount reflects the following:

269,792.32 – building balance payable to the policy limit of 854,700
25,000.00 - Amount payable for debris removal under the policy
60,000.00 – loss of rent

Thank you,

Glenn
Nationwide Property & Casualty Insurance Company



Nationwide*
is on your side

Glenn Tearno
Claims Specialist III, Commercial Property
Northeast Commercial Property Claims
518-681-0739
tearng1@nationwide.com

From: Gerry Rickards <ger@arlawllc.com>
Sent: Thursday, December 10, 2020 10:44 AM
To: Tearno, Glenn <tearng1@nationwide.com>
Subject: [EXTERNAL] Washington Street, LLC

Nationwide Information Security Warning: This is an EXTERNAL email. Use CAUTION before clicking on links, opening attachments, or responding. (Sender: ger@arlawllc.com)

EXHIBIT VV

Gerry Rickards

From: Payne, Steven J <PAYNES7@nationwide.com>
Sent: Thursday, January 14, 2021 10:33 AM
To: Gerry Rickards
Subject: RE: Washington Street, LLC
Attachments: 2020-06-11 Filed Complaint.pdf.pdf

Gerry:

Thank you for your email.

What is your outlook for filing? As all the parties seem to know what their damages are now, I don't see much point in delaying further. I already filed and subrogation counsel for Erie/Nana's Washhouse is about to. We would like to at least get everyone lined up for mediation. I attach a copy of my Complaint.

Are you in touch with defense counsel? He is Kevin McNamara, kmcnamara@tthlaw.com.

I have confirmed that Defendant's policy limits are \$500,000.00. It seems to me that total claims are about \$1,100,700.00. Those include my claim, yours, that of Erie/Nana's (\$100,000.00), and a tenant claim by State Farm for Shayla Gonzalez, a resident.

I look forward to your response.

Steven J. Payne, Esquire
Senior Trial Attorney
Law Office of Donna M. DiPietro
1601 Market Street; Suite 1040
Philadelphia, PA 19103
Work 215-762-9419 | Cell 267-625-6182
Paynes7@nationwide.com

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From: Gerry Rickards <ger@arlawllc.com>
Sent: Wednesday, January 13, 2021 2:17 PM
To: Payne, Steven J <PAYNES7@nationwide.com>
Subject: [EXTERNAL] FW: Washington Street, LLC

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Steve: